EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK
--x
MITCHELL H. KOSSOFF,
Plaintiff/Counterclaim Defendant,
-against-
RICKEY S. FELBERBAUM AND FLORIDA FORECLOSURE ATTORNEYS, PLLC,
Defendant/Counterclaim Plaintiff.
Index No. 14 Civ. 114 (RWS)
--x

805 Third Avenue
New York, New York
June 28, 2016
10:05 a.m.

DEPOSITION of RONALD QUINTERO, taken pursuant to Notice, held at the offices of Eiseman Levine Lehrhaupt & Kakoyiannis, PC, taken by Fran Insley, a Notary Public of the States of New York and New Jersey.

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ALSO PRESENT:
CHRISTOPHER DYLEWSKI, ESQ., Counsel for Kossoff, PLLC

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------------------ I N D E X ----------------

WITNESS	EXAMINATION BY	PAGE
RONALD QUINTERO	MR. ASCHKENASY	4

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(Exhibits produced)

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R O N A L D Q U I N T E R O,
having been first duly sworn before the Notary Public, was examined and testified as follows:

EXAMINATION BY
MR. ASCHKENASY:

Q. Good morning, Mr. Quintero.
A. Good morning.
Q. My name is Eric Aschkenasy, and I'll be taking your deposition today. Can you please state your full name for the record?
A. Ronald Gary Quintero.
Q. Thank you. As I'm sure you know, in this deposition I will be asking you questions, and my questions and your answers will be recorded by the court reporter, and because of that we both need to speak clearly. We can't interrupt each other. I will do my best to let you finish your responses before I ask my next question, and I would ask that you do the same and let me finish my question before giving your responses. Make sense?
A. Very good.
Q. Now, there may come a time where I

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ask a question that I don't formulate or state very well or for some other reason you may not understand the question. If that is the case, I would ask you not to answer the question, just tell me you don't understand my question, and I'll try to rephrase it in a better and more cogent manner, okay?
A. All right.
Q. If you do answer my question I'm going to presume that is a question you understood, okay?
A. Very good.
Q. As Mr. Essner mentioned, before we begin, if at any point you need a break for any reason, just tell me, we will finish. If we are in the middle of a question, you'll give your answer, and then obviously we can take a break and you can go to the bathroom or whatever needs to be done. Okay?
A. Yes.
Q. Sometimes it might happen that I will ask you a question and you answered as completely as you can at the time, and then you may recollect something a few minutes later, or

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a couple of hours later, that would help more fully answer the question; so if that happens, just let me know, we will stop whatever we are doing, you'll be able to finish your answer to the earlier question and then we can go on, okay?

A. All right.

Q. Sometimes you may think that in the course of answering your question you may think of a document that might be helpful in helping you answer your question, and if that's the case, again let me know, perhaps we will have the document here and we can show the document, if you think that will help.

A. Okay.

Q. Speaking of documents, the court reporter has marked what we have marked for identification purposes as Quintero Deposition Exhibit 1, which I will pass over to you.

(Whereupon Quintero Exhibit 1 was marked for identification.)

Q. And ask you take a look at that. And I would give Mr. Essner a copy but it seems he's come prepared and has his own already.

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MR. ASCHKENASY: So I take it you don't need another copy?

MR. ESSNER: I'm okay. Thank you very much.

Q. Have you had a chance to look at the document?

A. Yes. This is a copy of my report.

Q. Who drafted the report?

A. I did.

Q. Did anyone else help in the drafting of the report?

A. No.

Q. Do you see on the bottom page it says "Chartered Capital Advisors, Inc." Is that a company your affiliated with?

A. It's a company that I own.

Q. Hundred percent own?

A. Yes.

Q. Does it have any other employees?

A. Everybody else is an independent contractor.

Q. As you testified a minute ago, you didn't use anyone, no other independent contractors in the context of preparing this

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report; is that correct?

A. I did not.

Q. How many hours did you spend preparing the report?

A. I would estimate in the vicinity of 30 hours.

Q. That includes the research that went into the report, reviewing whatever documents you did that you reviewed prior to issuing your report, and drafting the report as well?

A. Yes, sir, everything.

Q. Other than the 30 hours that went into this report, or the approximately 30 hours that went into this report, how much other time have you spent on this matter?

A. A little bit more than one hour.

Q. When was that?

A. I believe it was Friday.

Q. What was that in respect to?

A. Just to meet briefly with Mr. Essner and Mr. Dylewski to talk about my report and the upcoming deposition.

Q. That was an in-person meeting?

A. Yes, sir.

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Q. What did you guys discuss at that meeting?

MR. ESSNER: Just note my objection. You can answer.

A. Just talked briefly about my report and my approaches.

Q. Do you recall anything in specific that you discussed at that meeting?

A. I went through the principal valuation schedules and explained how they were put together and their significance and methodology.

Q. Do you recall any specific comments Mr. Essner made at that meeting?

MR. ESSNER: Objection.

A. What he did was just ask me questions.

Q. Do you recall any of those questions?

A. To -- roughly to explain the principal schedules.

Q. Anything else that you recall from that meeting with Mr. Essner and Mr. Dylewski?

A. Nothing significant.

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Q. Anything insignificant that you recall?

A. No, sir.

MR. ESSNER: I'm sorry. We're referring to -- you just referred to Mr. Dylewski?

MR. ASCHKENASY: I'm sorry. Dylewski. I'm sorry. I apologize if I said the wrong name.

Let's mark another exhibit.

(Whereupon Quintero Exhibit 2 was marked for identification.)

Q. Mr. Quintero, the court reporter just handed you what has been marked for identification purposes as Quintero Deposition Exhibit 2.

MR. ASCHKENASY: I have also passed a copy to Mr. Essner.

Q. Have you seen this copy before?

A. Yes, sir, I believe so.

Q. When have you seen it before?

A. At the time that it was sent to me which was -- it's dated July 7, 2015.

Q. What is this?

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A. This is a notification from TASA, the service that referred Mr. Kossoff and Mr. Essner to me as a potential expert witness notifying me that -- of this matter and that I would be contacted potentially as a potential expert.

Q. Is this the engagement agreement for your retention in this matter?

A. The engagement agreement would have been between TASA and either Mr. Essner or Mr. Kossoff. I have not seen that document.

Q. You have not seen that document?

A. No.

Q. Do you know if such document exists?

A. I have not seen it and so I don't have affirmative knowledge about it.

Q. Even though you may not have seen something, you may know something exists. Like you didn't see the sunrise this morning but you know it happened, so do you have any knowledge of an engagement agreement that exists between Mr. TASA and Mr. Kossoff?

A. I believe that one exists but I don't have any personal knowledge of it.

Quintero

Q. Okay, fair enough. Do you know who drafted this, what has been marked as Exhibit 2?

A. No, sir, I do not.

Q. Did you participate in the drafting of this at all?

A. Not at all.

Q. Do you see the chart in the middle of the page? It's kind of like -- it says, "Service, Rate, Type and Note"?

A. Yes, sir, on Exhibit 2.

Q. Exactly, yes. Do you see that?

A. Yes, sir.

Q. Now, does that reflect the hourly rate that TASA is charging Mr. Kossoff for your services in connection with this matter?

A. Yes, sir.

Q. Do you see on the most-left column where it says "Standard." What does that mean?

A. Standard hourly rate.

Q. So that is -- and then "Court," what does "Court" mean below it?

A. The rate being charged for appearing in court.

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Q. And "Deposition"?

A. The rate being charged for appearing in deposition.

Q. And the rate for each of those is $615?

A. Yes.

Q. Is it fair to say for each hour you worked you're supposed to get compensated at $615 an hour?

A. TASA is. I'm compensated from that amount.

Q. Are these the typical rates that TASA charges all your clients for services when you perform as an expert retained through TASA?

A. Yes, sir, as of this date.

Q. Have your rates changed since that date?

A. They have.

Q. What are your current rates?

A. My current hourly rate is $510 an hour and then TASA marks that up. However, for purposes of this engagement and other engagements it's my practice that whatever my rate was at the time that I started the

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project, even if the project extends over several years, I will honor that initial rate.

Q. It sounds very fair. You had mentioned it is 510 now and TASA marks that. When it was 615 being billed to the client, do you know what you were getting compensated at, what rate?

A. $495 per hour.

Q. In July 2015 that was the typical rate you charged all your clients are?

A. Yes, sir.

Q. The 495 and 615, respectively?

A. I charge 495, and if I was billing through TASA, TASA would charge $615 per hour.

Q. How much have you been paid to date with respect to this engagement?

A. Everything except for the last hour that I incurred on Friday.

Q. What is everything?

A. All the work that culminated in preparing this report.

Q. Do you have a dollar figure that you can tell me how much you've been paid?

A. My belief is that I billed in the

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vicinity of 14 to $15,000, and that TASA marked that up so that number would be 18,000 or so. But I could be off a little bit, but it's in that neighborhood.

Q. So approximately $18,000 is your understanding of what TASA has billed Mr. Kossoff to date?

A. I would say to Kossoff, essentially a wider range, in the vicinity of 18 to 20,000.

Q. I'm not trying to pin you to a specific number, I just want to have a ballpark figure.

A. Yes.

Q. Do you know if Mr. Kossoff has paid TASA the 18 to 20,000 that he has been billed to date?

A. He has.

Q. So we have just been talking about Mr. Kossoff, so obviously you're familiar with an individual named Mitchell Kossoff; is that correct?

A. Yes, sir.

Q. When were you first introduced to Mr. Kossoff?

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A. Initially met him after I received this letter, and then I met him a second time after I was retained through TASA to elicit some information from him.

Q. So both of those meetings would be after July 7, 2015; is that accurate?

A. Yes, sir.

Q. Prior to July 7, 2015 had you ever met Mr. Kossoff?

A. No.

Q. Did you ever speak to Mr. Kossoff prior to July 2015?

A. No, sir.

Q. Have you ever heard of Mr. Kossoff prior to July 2015?

A. I had not.

Q. So it's not like you guys are friends, college buddies, anything like that?

A. No, sir.

Q. How about Mr. Essner? When was the first time you were introduced to Mr. Essner?

A. The second time that I met Mr. Kossoff.

Q. I'll just ask the same. Prior to

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July 2015 you never met Mr. Essner?

A. No, sir.

Q. Never served as an expert for Mr. Essner in another matter?

A. No.

Q. Mr. Kossoff owns a law firm. Are you familiar with that?

A. Yes, sir.

Q. Have you ever served as an expert for the law firm Kossoff, PLLC, I believe, or any firm that Mr. Kossoff has or is affiliated with?

A. I have not.

Q. Do you know any of the other attorneys in Kossoff, PLLC?

A. Mr. Dylewski.

Q. How do you know Mr. Dylewski?

A. Because I met him when I met Mr. Kossoff.

Q. And prior to July 2015 you had never had an opportunity to meet or speak with Mr. Dylewski; is that correct?

A. I had not.

Q. Do you know how Mr. Kossoff came to

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choose you as his expert for this case?
A. He interviewed me. I don't know if he interviewed other experts as well, but it was a result of both his receiving information with respect to my background and the interview.
Q. I know we discussed that you don't -- you hadn't known Mr. Essner, Mr. Dylewski or Mr. Kossoff prior to July 2015. Since July 2015, do you have any relationships with any of those three gentlemen outside of your role as an expert in this case?
A. None.
Q. Obviously you're not related to any of them, right?
A. No, sir.
Q. So your relationship is exclusively -- your relationship with the three gentlemen we just listed is exclusively limited to your role as an expert in this case?
A. That is correct.
Q. I believe you previously mentioned that you had two meetings with Mr. Kossoff in person; is that correct?

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A. Yes, sir.
Q. Any others or it's just those two?
A. Just those two.
Q. And again I don't need a specific date, but generally speaking, when were those two meetings?
A. The initial meeting was within a week or two of this letter having been issued, and then the meeting in which I elicited information was, to the best of my recollection, sometime during the month of August.
Q. So just for ease of reference, I'll call those two meetings, the first one I'll refer to as the mid-July 2015 meeting and the second one the August 2015 meeting; does that make sense?
A. Yes, sir. It's possible it was September, but it was in that ballpark.
Q. I don't think it has any impact if it's August or September, so sometime in that time frame. So in the mid-July 2015 meeting, where did that take place?
A. In Mr. Kossoff's office.

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Q. That's in Manhasset?
A. Yes, sir.
Q. Who else if anyone was there?
A. Just -- well, from my firm just me and Mr. Kossoff. I believe Mr. Dylewski may have been there. I don't recall at this point.
Q. Anyone else?
A. No, sir.
Q. If you recall, what was discussed at that mid-July 2015 meeting?
A. I was -- having received this letter I happen to be in the vicinity of Mr. Kossoff's office for another matter, and so I called him up to introduce myself to him, and it was principally an introductory meeting for me to talk about my background, and to the extent that he said anything about his case, it was a very minimal amount. I would say it was probably no more than a 15 to 30-minute meeting.
Q. Do you recall what if anything he did say about the case even if it was minimal?
A. It would have been probably the absolute 15 second headline as to what the case

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was about.
Q. So you don't recall anything with specifics?
A. No, sir. The principal purpose of the meeting was for him to understand my background and how I can potentially be helpful to him.
Q. Understood. At that mid-July meeting, did you show him any documents like pitch material, things like that?
A. I think the only thing that he had, and I didn't give it to him, but TASA would have furnished my CV, the same one that is contained as an exhibit to my report.
Q. Other than that no documents were exchanged between the two of you?
A. No, sir.
Q. And he didn't show you any documents related to the case or anything like that?
A. No.
Q. Now, let's move to the August meeting or the September meeting in the late summer 2015. Who was at that meeting?
A. Mr. Kossoff, Mr. Essner and

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Mr. Dylewski.
Q. Anyone else?
A. Me.
Q. Anyone else?
A. No, sir.
Q. Where did that meeting take place?
A. At Mr. Kossoff's office.
Q. Approximately how long did that meeting last for?
A. I would estimate an hour or so.
Q. Do you recall what was discussed at that meeting?
MR. ESSNER: Just note my objection. And you know, Eric, I think we are bordering on some privileged material inasmuch as both myself and Mr. Dylewski were present for the meeting. I'm going to give you some latitude as to general, but I think, you know, when it comes to certain conversations which discuss litigation strategy and other matters as we proceed, I think that is absolutely privileged.
MR. ASCHKENASY: And you are taking

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that position even though Mr. Quintero is a testifying expert in this case?
MR. ESSNER: Yes. Like I said, I'm willing to give you some latitude here. I will reserve my objections question to question. I'm not looking to hamstring you in any way. I just want to go on the record as saying to the extent that you do in my opinion enter or -- and your question attempts to explore what I believe to be privileged material, I will object and we can address it accordingly.
MR. ASCHKENASY: I guess we can address at the time. The two things I would note is obviously Mr. Quintero is not represented by you. You represent the plaintiff in this matter.
MR. ESSNER: That is correct.
MR. ASCHKENASY: To the extent there comes a time where you would give Mr. Quintero an instruction not to answer, he will obviously have to decide, as a testifying expert pursuant to the federal rules, what he would like to do. But I

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guess we can cross that bridge if we need to when we come to it.
MR. ESSNER: Fair enough.
Q. With respect to this August 2015 meeting, if you can tell me what was discussed during this meeting?
A. The purpose of the meeting was for me to be able to obtain documentation and information that would be needed for purposes of my expert report, and so my recollection is that Mr. Dylewski had the information and he showed me what they had, and I told him the documents that I wanted copies of. And also at that meeting Mr. Kossoff gave me background with respect to the case and his involvement with respect to Florida foreclosure.
Q. Do you recall what Mr. Kossoff said; more than just giving you the background, do you recall specifically what he told you?
A. It would be largely the information that I summarized in the background portion of my report.
Q. Do you recall anything else besides what you summarized in the background

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Quintero

information section of your report?
A. I recall his telling me about the personal background between he and Mr. Felberbaum.
Q. What did he tell about that?
THE WITNESS: There is no problem with my --?
MR. ESSNER: No.
A. He indicated, as I recall, that was Mr. Felberbaum's sponsor in Alcoholics Anonymous and that they had a relationship that dated back 20 years.
Q. Do you recall anything else he said?
A. Just his personal feeling of betrayal through this -- about this whole matter.
Q. Do you recall specifically what he said about that personal feeling of betrayal?
A. That he had an agreement that he regarded to be an agreement between two close friends that was consistently regarded to be the agreement that was going to be honored and that he was personally very hurt as a result of what wound up happening and not happening.

Quintero

Q. Do you recall anything else that was discussed at the meeting?
A. It would have been primarily my getting the information that I needed to do my report.
Q. But again, besides the information you have needed for your report, for example, now you just told me about Mr. Kossoff's personal feelings, which did not appear in the report, correct?
A. Correct.
Q. Is there anything else along those lines or other lines that you recall being discussed at this August or September 2015 meeting with Mr. Kossoff, Mr. Essner and Mr. Dylewski?
A. Nothing that I can recall that wasn't summarized in my report.
Q. Do you recall any of the details that may not have made it into the summary of your report?
A. No, sir.
Q. Did you take notes of your meeting?
A. No, sir.

Quintero

Q. Do you know if anyone at the meeting took any notes?
A. I don't believe anybody did.
Q. Did you show Mr. Kossoff any documents at this meeting?
A. No, sir.
Q. How about Mr. Essner or Mr. Dylewski; did you show them any documents?
A. No, sir.
Q. Did any of Mr. Essner, Mr. Dylewski or Mr. Kossoff show you any documents at this meeting?
A. The documents that I was drawing upon to be able to prepare my report.
Q. And what documents are those?
A. Those would have been the documents that are summarized in Exhibit 1 of my report where I listed the source of information.
Q. Did they show you any other documents that did not appear -- that do not appear on Exhibit 1?
A. There may have been other documents that I saw but that I didn't regard to be useful for my purposes of preparing my

Quintero

analysis.
Q. Do you recall what those documents were that you may have seen?
A. Not at this point, no, sir.
Q. They showed you all the documents listed on Exhibit 1 at that mid-August meeting?
A. The ones that are listed as non-public documents and litigation documents.
Q. What about the ones listed under public information?
A. That was information that I obtained in connection with my research.
Q. That would be research independent of your meetings with Mr. Kossoff, Mr. Essner and Mr. Dylewski?
A. Yes, sir.
Q. And I take it based on your earlier testimony, that no one else associated with you or Chartered Capital Advisors or really anyone else met with Mr. Essner, Mr. Dylewski or Mr. Kossoff in connection with this matter; is that correct?
A. Not in terms of the work that I did.
Q. So you're not relying on something

Quintero

that anyone else would have told you about this; is that correct?
A. That's correct.
Q. Did you have any telephone conversations with Mr. Kossoff about this matter?
A. I did both with respect to Mr. Kossoff and Mr. Dylewski.
Q. Do you recall when those conversations would be?
A. They would have been largely in that period of August through the release of my report, which was dated October 2015.
Q. Now, if there were a lot, I don't need a specific number again. I am looking for just an approximation. Do you recall approximately how many conversations you had with either Mr. Kossoff, Mr. Dylewski or Mr. Essner in the time period of August through October 2015?
A. In the vicinity of five or so.
Q. And those were all -- let's break it down. If it's that few maybe we can actually figure out more specifically then.

Quintero
Was Mr. Kossoff on all five of those calls?
A. No, sir.
Q. Or approximately all five of those calls.
How many calls was Mr. Kossoff on?
A. I would estimate that he was on perhaps a half of them.
Q. Two or three approximately, fair?
A. Three or so, that is correct.
Q. Were those calls just with you and Mr. Kossoff?
A. There may have been one where Mr. Essner and/or Mr. Dylewski was involved. The purpose of the calls was for me to be able to obtain information.
Q. So other than the two meetings we've discussed and the approximately five calls, have you ever spoken to Mr. Kossoff in any other time?
A. I may have spoken with Mr. Kossoff and/or Mr. Dylewski since October largely in connection with the scheduling of this matter.
Q. Other than scheduling, was there any

Quintero
substance discussed on those calls?
A. None.
Q. Going back to the mid-August or the August/September meeting, that second meeting that you discussed, we talked about what you recall Mr. Kossoff having said. Do you recall anything Mr. Essner said at that meeting?
A. No, sir.
Q. How about Mr. Dylewski; do you recall anything that he said at that meeting?
A. He was largely the keeper of the archive, so he was showing to me what he had.
Q. Do you recall anything he said in connection with his role as keeper of the archives?
A. He was showing to me documents that he had.
Q. Was he talking about those documents as he was showing them to you?
A. No, he was just showing me what they were.
Q. Do you recall anything Mr. Dylewski said at the meeting?
A. Nothing specific.

Quintero
Q. Even generally, do you recall what he said?
A. Generally he was showing me what he had, here's this document.
Q. Was it anything more substantive than here's this tax return, here's this P&L statement; anything more substantive than that?
A. Not that I can recall.
Q. Do you recall generally anything Mr. Essner said at the meeting?
A. Nothing specifically at this point, no, sir.
Q. Even though you can't recall anything specific, can you recall in a more general manner what Mr. Essner said at the meeting?
A. I think I asked him whether this was going to be a bench trial or a jury trial and what venue. He told me it was going to be in federal court. And I was asking him about scheduling. Those are the things that I recall that would come specifically from Mr. Essner.
Q. Do you recall Mr. Essner saying anything else at any of these meetings, or I

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guess at the August/September meeting?
A. Nothing that I can recall at this point.
Q. So now going back to the approximate five calls you testified about during the August to October 2015 time period. Do you recall anything Mr. Kossoff said during these calls, any of them?
A. It would have been information that was largely summarized in the background portion of my report.
Q. Can you recall anything that was not summarized in the background information section of your report that Mr. Kossoff said during these calls?
A. Nothing other than what I previously testified in terms of the personal nature of the relationship between he and Mr. Felberbaum.
Q. So you repeated what he said in the August or September meeting?
A. He didn't repeat that subsequently. So in terms of the telephone conversations, I don't recall him having brought it up again. He may have but I just don't recall it.

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Quintero

Q. Now, I know you testified Mr. Dylewski was on some of these calls, correct?
A. Yes.
Q. Was Mr. Essner on any of these calls?
A. I believe he might have been on one or two of them.
Q. Do you recall anything Mr. Dylewski said during any of these calls?
A. No, sir. It would have been -- the principal purpose of these calls would have been to obtain additional information or to find out whether information existed.
Q. So you don't recall anything Mr. Dylewski would have said during those calls?
A. Not at this point.
Q. How about Mr. Essner; do you recall anything he said during any of those calls?
A. No, sir.
Q. So other than the two meetings we talked about, the one in July 2015 and the other one in August/September 2015, and other

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Quintero

than the five or so phone calls from August through October 2015, and other than the more recent calls which discussed exclusively the process of scheduling, have you ever -- have there been any other times when you have spoken to Mr. Kossoff?
A. Not other than scheduling. Incidentally, to clarify one other thing. In that August to October time period I also would have spoken with them in order to get their consent for me to sign off on the report so it can be released in final form.
Q. Do you recall any conversations about that?
A. No, sir.
Q. Was there any discussion about the content of the report during those conversations?
A. I believe I might have described the analyses, but other than that I don't recall anything.
Q. Do they have any input into the report in terms of the numbers you were plugging in or using?

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Quintero

A. None.
Q. Did you ever show Mr. Kossoff a draft version of this report?
A. Yes, sir. That would have been what I would have shown them in order to get their consent for them to sign off on it.
Q. Do you recall if Mr. Kossoff had any comments to your draft version?
A. I don't recall anything at this point.
Q. Do you know if we've been provided with a draft version of the report that you sent to Mr. Kossoff?
A. I do not know.
Q. Did Mr. Essner have any comments on the draft version of the report that you sent to Mr. Kossoff?
A. Not that I can recall at this point.
Q. How about Mr. Dylewski; did he have any comments on the draft version of the report your sent?
A. Not that I can recall at this point.
Q. How many different draft versions were there?

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Quintero

A. I believe I only showed them one draft.
Q. Do you recall when that was shown to them?
A. It would have been within a few days of it being released in final form.
Q. So sometime probably in October 2015?
A. Yes, sir.
Q. Am I understanding you correctly that the draft report and the final report are identical?
A. My belief is that the only adjustments would have been editorial changes that I made, typographical errors being corrected, so things along those lines.
Q. What do you mean by editorial adjustments?
A. Sometimes when I read what I've written I either find that there are typographical errors or that some things could be said more clearly, and so there were no conceptual changes but, as I say, editorial revisions that I made would have been the

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differences.

Q. Were any of those editorial revisions provided by either Mr. Kossoff, Mr. Dylewski or Mr. Essner?

A. Not that I can recall at this point.

Q. How did you provide the draft report to Mr. Essner?

A. Electronically.

Q. And how about -- was it sent in one e-mail to Mr. Essner, Mr. Dylewski and Mr. Kossoff?

A. At this point I don't recall.

Q. But you would have sent it electronically to Mr. Kossoff either in the same e-mail or in a separate e-mail?

A. Or I may have sent it to Mr. Essner. I don't recall at this point.

Q. Do you ever exchange other e-mails or written correspondence with Mr. Kossoff?

A. I believe I did. I think more of it was probably with Mr. Dylewski 'cause the e-mails would have been largely for purposes of my obtaining information and also confirming scheduling.

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Q. Do you have a sense of approximately how many e-mails you exchanged with either Mr. Essner, Mr. Kossoff and Mr. Dylewski? All in, how many e-mails do you think we are talking about here?

A. If I were to guess, it's probably less than ten.

Q. Now, we have been provided with copies of three e-mails. Do you have an understanding of why we were only provided with three e-mails between you and Mr. Kossoff and Mr. Essner and Mr. Dylewski?

MR. ESSNER: Note my objection. You can answer.

A. No, sir.

Q. Does that sound right, that there may have only been three e-mails?

A. E-mails from me to one or all of them or vice versa?

Q. Both, actually.

A. My belief is that with the documentation that I obtained, that it was obtained electronically, so it may have been more than three but I don't have a specific

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recollection.

Q. For example, we have never been provided with an e-mail where you sent a draft report to Mr. Essner, Mr. Dylewski or Mr. Kossoff, but it's your testimony here today that such an e-mail would exist, correct?

A. Yes, sir, I believe so.

MR. ASCHKENASY: Howard, as you know, our requests called for all communications between Mr. Quintero and Mr. Kossoff and his representatives, so I would call for the production of all of those communications immediately. Obviously, they should have been done by December 31st pursuant to court order. I would also call for the production of any draft reports which Mr. Quintero provided to you folks because unless you can correct me otherwise, I don't believe any draft has ever been provided to us.

MR. ESSNER: Let me say this, counsel. To the extent there has been an exchange of documents, I believe we have made a good faith effort to be in full

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compliance. To the extent that for some reason such as inadvertence or the nonexistence of a document, we are not in full compliance, or there was a document which was not provided, we will make best efforts to provide it ASAP, or advise you accordingly that the document does not exist.

MR. ASCHKENASY: I appreciate that. And, obviously, we will have to reserve our rights in case we need to bring back Mr. Quintero to discuss any of those documents that have yet to be produced.

MR. ESSNER: Certainly.

Q. Have you ever met with Mr. Essner on this case other than the meeting in mid-August?

A. As I just testified, last Friday I met with him.

MR. ESSNER: By counsel, it was Thursday.

A. Oh, Thursday.

Q. Fair enough.

A. Thursday or Friday.

MR. ESSNER: It's all the same at

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this point.
Q. I know we briefly touched on that meeting earlier, but if you can recall any other details that you spoke to Mr. Essner about during your meeting of this past Thursday?
A. Nothing that occurs to me at the moment.
Q. And other than the five or six telephone conversations we have been talking about from September, October period, have you had any other conversations with Mr. Essner over the phone?
A. No, sir, other than, as I say, and these may have been electronic communications, but just scheduling would have been the nature of the discussion or e-mails. But I think those had been largely with Mr. Dylewski.
Q. So is it fair to say, just to wrap this area up, that since October 2015 you have not had any substantive conversations about the subject matter of your report with any of Mr. Essner, Mr. Dylewski or Mr. Kossoff?
A. Yes, sir, that is correct.

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Q. And you wouldn't have had any substantive conversations with them prior to July 2015; is that correct?
A. That is correct.
MR. ESSNER: When you say substantive conversations, you are referring to other than during the preparation session of last Thursday?
MR. ASCHKENASY: Correct, which Mr. Quintero hasn't recalled anything specific from.
MR. ESSNER: Correct.
Q. What do you understand your role to be in this case?
A. To quantify the damages sustained by Mr. Kossoff as a result of the unjust enrichment of Mr. Felberbaum associated with Mr. Kossoff's service on behalf of Mr. Felberbaum and Florida foreclosures.
Q. Anything else?
A. No, sir. At least that's generally is the way I would characterize the focus of my activities as documented in my expert report.
Q. Now, you actually in your last

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answer or next to last answer you had referenced the unjust enrichment. Do you have an understanding of whether there has been a finding that Mr. Kossoff has adequate -- strike that.
Do you have an understanding of whether the court has found that Mr. Felberbaum or FFA, which is a reference to Florida Foreclosure Associates -- Attorneys, rather -- do you have an understanding that there has been a finding that they were unjustly enriched in this matter?
A. I understand that is a basis for a claim that the court is prepared to hear. I don't know all the details in terms of whether or not the judge is affirmatively determined there is unjust enrichment. But my role is not to make such determination but rather just to quantify the unjust enrichment if the judge either has or does so find that Mr. Felberbaum and/or FFA have been unjustly enriched as a consequence of the services rendered by Mr. Kossoff.
Q. Fair enough. If can I ask you to

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flip to page 2 of your report, which again is Quintero Exhibit 1. Do you see the last sentence of page 2 of the report, where it says, "Our analysis of unjust enrichment is based on the assumptions, and subject to the limiting conditions, described herein." I read that correctly, right?
A. Yes, sir.
Q. What assumptions did you base your report on? What assumptions are you referring to in that sentence?
A. It would have been everything that is written in my report, and then with respect to the quantification of unjust enrichment, it would have been the assumptions that are contained in the applicable exhibits.
Q. Now, I saw at the end of your report, I believe there was -- I guess it's on page 21 and 22 of the report, where you have a Statement of Contingent and Limiting Conditions. Do you see that?
A. Yes, sir.
Q. So I understand those are the limiting conditions. Is there anywhere in your

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report where you identify what assumptions you are based on, kind of in a list form like this?

A. Well, with respect to assumptions pertaining to the quantification of unjust enrichment, that would be in each of the valuation analyses and the footnotes pertaining to those valuation analyses.

Q. If and any of those assumptions are incorrect that would obviously impact the conclusions reached in your report, correct?

A. It may.

Q. Obviously, your report is only as good as the assumptions it relies upon; is that fair, or any expert's report for that matter?

A. Well, certainly the assumptions will have an impact on the conclusions drawn from the report. Some more so than others.

Q. What did you do to ensure that assumptions you based your report on were correct?

A. Well, it would depend upon the assumption. I would be happy to go through any assumptions and tell you what I did in order to be able to develop the assumption.

Quintero

Q. Fair enough. And we will certainly go into it in a little more specifics in a little bit. But, for example, who did you speak to to get the background of the case and the facts of the case?

A. As I previously testified, it would have been Messrs. Kossoff, and largely him as well as Messrs. Essner and Dylewski.

Q. Other than Mr. Kossoff and his counsel, did you have any other sources for the factual background relating to your report?

A. It would have been the documents that I relied upon listed in Exhibit 1.

Q. Other than your conversations with Mr. Kossoff as counsel and the documents you relied upon in Exhibit 1, did you have any other sources of information for this report?

A. My experience from 41 years of professional practice.

Q. Anything else?

A. Nothing else immediately occurs to me.

Q. If I can ask you to flip to page 5 of the report, and specifically the top two

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bullets which discuss or which state, "We were denied electronic copies of financial information that was created," and it continues, and then the second bullet, "We were denied information that would have been helpful for analyzing FFA and its financial information," and then that bullet continues as well. Do you see those two?

A. Yes, sir.

Q. Are you aware of any finding by the court that defendants withheld certain documents from plaintiff?

A. I'm not familiar with the findings of the report.

Q. I'm sorry. I said are you aware of any findings by the court that the defendants withheld certain documents from plaintiff?

A. As I previously testified, I'm not aware of the findings of the report with respect to that issue.

Q. So the first two bullet points on page 5, that is just something that Mr. Kossoff told you?

A. Well, specifically, I had asked for

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this information in electronic format, and I believe Mr. Essner sought to obtain it, and he was unable to obtain it.

Q. Do you know if the defendants in this action produced all the documents that the court required them to produce?

A. I have no personal knowledge of that.

Q. So you don't know one way or the other?

A. That is correct.

Q. Do you see footnote 10 on page 10 of your report?

A. Yes, sir.

Q. That footnote applies to the section of your report that bears the heading Plaintiff's Involvement in FFA?

A. Yes, sir.

Q. And that footnote says that this section contains information based on what was said in the verified complaint in this action as well as your conversations with Mr. Kossoff; is that correct?

A. Yes, sir.

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Q. Are there any other sources of information for this portion of the report?

A. No, sir, not that I can recall.

Q. So the accuracy of this portion of the report then hinges entirely on the accuracy of the information contained in the complaint and what Mr. Kossoff told you in the conversations referenced in footnote 10, correct?

A. As best I can recall at this point.

Q. That that is correct?

A. As I say, as best as I can recall at this point.

Q. So as best as you can recall at this point then, the accuracy of this portion of the report hinges entirely on the accuracy of the information contained in the complaint and what Mr. Kossoff told you in the conversations referenced in footnote 10?

A. Well, as I previously testify, as best I can recall, it's possible that I had other sources of information, but I don't recall any other sources and I didn't reference any other sources in my report.

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Q. So sitting here today, it's the complaint and what Mr. Kossoff told you in those conversations referenced in footnote 10?

A. As best as I can recall.

Q. Is there anything that can jar your recollection to recall anything else; can you think of anything?

MR. ESSNER: Let me object. Are there some documents you would like to show him to refresh your recollection or are you just asking an open question?

MR. ASCHKENASY: I'm asking an open question. I don't have any specific document. It makes perfect sense that if this is it, that's it. I just want to confirm that we are not missing anything.

A. Not that I can recall at this point.

Q. So then, for example, you have no independent knowledge of any agreement between Mr. Kossoff and either FFA or Mr. Felberbaum, correct?

A. I do not.

Q. Now, in your report, when you use the Lodestar method, which we will discuss a

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little bit later, you included in exhibit with an explanation with how you came up with the hourly rate you used. I don't think we need to turn to it now. I think it's Exhibit 27. But do you recall that generally?

A. Yes, sir.

Q. So I don't see a similar explanation for why you used 22 percent as the figure you used for the income or distribution approaches which you included in your report?

MR. ESSNER: You're talking about the separate valuations other than Lodestar?

MR. ASCHKENASY: Right. So we have the Lodestar valuation, but before the report discusses the Lodestar valuation -- and I can lay a foundation a little bit better.

MR. ESSNER: Okay.

Q. Before your report discusses the Lodestar valuation, your report also uses an income approach and a distribution approach to value the unjust -- the alleged unjust enrichment; is that correct, Mr. Quintero?

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A. Yes.

Q. Do you have something similar -- and when you did the Lodestar method, you supported what you did in Exhibit 27; is that correct?

A. Yes, sir.

Q. I don't recall seeing in your report anything similar to Exhibit 27 with respect to the income or distribution approaches. Did I miss it or is it not there?

A. The income and distribution approaches are documented in Exhibits 25 and 26.

Q. Right. But as opposed to Exhibit 27 which explains how you came up with the numbers you came up with, I don't believe Exhibits 25 or 26 explain how you came up with 22 percent for the income approach or the distribution approach. Am I correct with that?

A. Well, on Exhibit 25, for example, the column B in terms of the references at the top of that schedule that has the 22 percent figure references in footnote 7 that this is the percent of FFA equity that the plaintiff had agreed to accept as consideration.

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Q. And the reason you're using that 22 percent number is because that is what Mr. Kossoff told you his agreement was with FFA?

A. Yes, sir, and I don't recall where else that may have been documented. But yes, sir, that is the reason for the 22 percent.

Q. And that's also why the 22 percent figure appears on pages 13 and 14 of your report, if you look there?

A. Yes, sir.

MR. ESSNER: Let's go off the record one second if we may.

MR. ASCHKENASY: Sure.

(Off the record. Time noted: 10:53 a.m. to 10:54 a.m.)

MR. ASCHKENASY: Let's just let the record reflect that Mr. Essner and Mr. Quintero had an off-the-record conversation.

Q. Mr. Quintero, are supplementing your prior answer?

A. No, sir.

Q. So there is no pending question

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right now?

A. That is correct.

Q. Staying on page 13, or if we need to flip to page 13. In the first bullet under the heading "CCA Assignment," the end of that bullet reads, "It became clear that Mr. Kossoff could not hold the equity interest." And obviously, feel free to read the whole bullet for context, if you need to, but that's the portion I will be focusing on once you had a chance to acclimate yourself on the document. So just let me know when you are ready.

A. (Witness reviewing document). All right.

Q. When did it become clear that Mr. Kossoff could not hold an equity interest in FFA?

A. I don't know what that date was.

Q. How do you know it became clear that Mr. Kossoff could not hold the equity interest?

A. Mr. Kossoff and/or Mr. Essner told me there was a certain point where the agreement between Mr. Kossoff and Mr. Felberbaum had to be adjusted because of

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apparently a belief that Mr. Kossoff as a non-admitted Florida attorney could not directly own a 22 percent stake. And again, this is my understanding.

Q. And this is your understanding based on a conversation with Mr. Kossoff?

A. Mr. Kossoff and/or Mr. Essner.

Q. Do you recall when that conversation you had with Mr. Kossoff and/or Mr. Essner occurred?

A. I believe it would have been in that August meeting.

Q. Do you recall anything more specifically that either Mr. Kossoff or Mr. Essner said about it becoming clear that Mr. Kossoff could not hold an equity interest in FFA?

A. Not at this point.

Q. You said you didn't take any notes at this August meeting; is that correct?

A. Yes, sir.

Q. So when you were preparing and drafting the background for this report, you did this all from memory, based off of your

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memory of the August 2015 meeting?

A. I believe it would have been memory and/or documents.

Q. Do you recall specifically what documents?

A. Documents that are referenced in Exhibit 1.

Q. Do you recall anything more that Mr. Kossoff told you about the agreement that is referenced where it says FFA did not issue Mr. Kossoff the 22 percent equity stake in FFA that he had agreed to accept? Do you recall anything more that Mr. Kossoff told you about that agreement?

A. Not at this point, no, sir.

Q. On page 14 do you see the bullet point which says, "FFA enjoys recurring business from large, creditworthy financial institutions," and then the bullet points that follow after that? Actually, I meant 15. Did I say 14? I apologize. Hold on. I apologize.

MR. ESSNER: Do you withdraw the question?

MR. ASCHKENASY: I withdraw the

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question. We are going to do this -- take two.
Q. We will come back to it.
MR. ESSNER: Take your time.
Q. Here we go. Page 12. I'm sorry. I'm never good with numbers. So on page 12 there actually is a bullet point which says, "FFA enjoys recurring business from large, creditworthy financial institutions." It's about midway down the page. It's the third big bullet. Do you see that?
A. I do.
Q. How do you know that?
A. First of all, Mr. Felberbaum told me that. Secondly, just from my --
Q. You said Mr. Felberbaum. Do you mean Mr. Kossoff?
A. I'm sorry, Mr. Kossoff told me that. And secondly, just from my knowledge of this type of business, the financial institutions, loan processing companies, are inclined to use firms on a recurring basis, and I may have seen them in documents as well, but those are two primary things that stick out in my memory at

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this point.
Q. Do you recall what documents you would have seen that in in reference to your last answer?
A. It could have been on their website, it could have been something else.
Q. Anything more specific than something else or not sitting here today?
A. Not that I can think of at the moment.
Q. Now, are you aware that the court in this case has already dismissed Mr. Kossoff's claim for breach of contract?
A. I don't know the details of what is ruled.
Q. But generally are you aware of that?
A. I'm aware that from the time of the original complaint that there has been some modification as to what Mr. Kossoff has a right to recover for, but it was outside the scope of what was important to me in doing my work.
Q. How are you aware of the I believe you used the word modification?
A. From discussions with Mr. Essner

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and/or Mr. Kossoff.
Q. Do you recall anything specifically that was discussed with, using your word, relating to the modification?
A. Nothing other than from the inception of this case, where there was a broader range of damages being asserted on behalf of Mr. Kossoff, that there has been some reduction of the damages for which he may be able to recover.
Q. Do you recall anything more specific than that?
A. No.
Q. Anything else?
A. No, sir.
Q. Do you recall if Mr. Kossoff even gave some editorial commentary on that, for example, or Mr. Essner did or someone said that was a good decision or a bad decision; anything like that?
A. I do not.
Q. Did you become aware -- and I'm just going to keep using the phrase the term modification because you did. Did you become

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aware of the modifications to the case before or after you issued your report?
A. I believe both.
Q. So let's then pinpoint. What did you become aware of before you issued your report and what did you become aware of after you issued your report? We can do before first.
A. Before my report my understanding is that the basis for which I was to determine damages was going to be unjust enrichment. It was my understanding that preceding that that there were broader claims that Mr. Kossoff had, but the scope of my services was going to be on unjust enrichment. Now, there may have been other claims that he had but nothing that would involve my work or my testimony. So my focus is on that which I was hired to do, not on anything else. And it's my understanding that there may have even been some narrowing of what he is able to recover on since I prepared my report, but I don't have a detailed knowledge of that.
Q. Do you have any general knowledge of

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that other than what you just testified to?
A. Not other than it may be narrowed, but again, nothing that affects anything that I have done in terms of requiring that I modify my report.
Q. When you say may be narrowed, what do you mean by that?
A. I don't know the extent to which everything that I have put in my report would be a basis for a judicial determination, but again, I leave it to the court to determine how it is going to rule.
Q. How do you know that there may have been a narrowing? I presume that is based on conversations you had?
A. I believe Mr. Essner said that there was an additional decision that may have been rendered since I issued my report, but I have not seen that decision, I don't know anything about that decision.
Q. Do you recall anything else Mr. Essner told you about that additional decision, as you are describing it?
A. No, sir.

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Q. Did you discuss the additional decision with anyone beside Ms. Essner?
A. No, sir.
Q. So you haven't had any conversations with Mr. Kossoff about that or Mr. Dylewski?
A. No, sir.
Q. If we can flip to page 18 of your report. This time I got the page number right. And that's where you begin discussing the Lodestar method. Do you see that?
A. Yes, sir.
Q. What is a Lodestar method?
A. It's a method that is used for calculating professional fees based on the product of hours billed times a billing rate per hour.
Q. Now, if you see the next to the last bullet, there is a reference to "turnaround firms." Do you see that reference?
A. Yes.
Q. What is a turnaround firm?
A. A turnaround firm is a firm that is involved in working with underperforming companies and/or their lenders, creditors,

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equity holders, potential investors or on behalf of various parties in interest in bankruptcy matters, to advise or evaluate means by which the companies can be improved.
Q. And for purposes of this portion of your report, the Lodestar method, you're treating Mr. Kossoff as a turnaround specialist?
A. Yes, sir, for purposes of the services he rendered on behalf of FFA and Mr. Felberbaum.
Q. Now, do you know if Mr. Kossoff is a turnaround specialist?
A. In connection with the type of services he rendered on behalf of FFA and Mr. Felberbaum I would say that the turnaround specialist specifically relates to those services that he rendered. So in this particular field he certainly is capable serving as a turnaround expert.
Q. Do you know if he ever previously served as a turnaround expert?
A. I have no personal knowledge of that.

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Q. Did you ever ask him?
A. No, sir.
Q. Do you know if Mr. Kossoff has ever been appointed by a court to provide turnaround restructuring services to a company?
A. I have no such knowledge.
Q. Did you ever ask him?
A. I don't recall having done so.
Q. If you had asked him those questions, would that potentially change your opinion as to whether Mr. Kossoff is entitled to the $692.77 hourly rate that you used at the bottom of page 18?
A. No, sir, it would not.
Q. Why not?
A. Because in establishing an appropriately hourly rate it's important to tailor that to the specific services that are being rendered.
Q. That being said, obviously someone with many years of experience as a turnaround expert presumably would be compensated at a higher level than someone who has never previously served as a turnaround expert; is

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that correct?
A. Not necessarily.
Q. In your experience, you don't believe people at different levels of seniority charge different rates?
A. Well, if they are in the same firm, that may or may not be the case. And so it is very case specific. There are people who have never worked before as a turnaround expert that in the first project they worked on they are getting paid over a thousand dollars an hour. So it depends on what needs to be done and what the skill set is that is required to perform that service.
Q. Can you think of any examples specifically of people who had never worked as a turnaround expert but got paid over a thousand dollars an hour in their first case?
A. I would believe that -- I don't have a specific case but I am sure that it occurs.
Q. But sitting here, you can't point to a specific instance?
A. Not that I can recall, but as I say, I'm assure that it occurs.

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Q. In the course of preparing your report did you research that at all?
A. No, sir, because I was specifically researching fees pertaining to Florida cases that I was able to find from public information.
Q. And in those cases did you ever come across a situation where someone who had never previously served as a turnaround expert was compensated at over a thousand dollars an hour in their first engagement?
A. I wouldn't have a way of knowing that because the individuals that I cited that are contained in my Exhibit 27, I only saw their firm, their title within the firm and their billing rates. So I don't know how many years of experience that they had previously or what their rank within the firm is, what their professional background is. I can tell you, with the large turnaround firms, they routinely will recruit people out of private industry because of their functional expertise or their industry expertise, and more senior ones will go at hourly billing rates that can be in

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excess of a thousand dollars an hour and can certainly be in the vicinity of 800 to a thousand dollars an hour.
Q. But my question was in the cases you referenced that you researched for the purposes of preparing this report, or for that matter based on your 41 years of experience in any prior engagement, can you point to a situation where someone who has never previously served as a turnaround expert was compensated at over a thousand dollars an hour in their first engagement?
A. I've never had a reason to research that.
Q. And you didn't think it was an appropriate thing to research in this case either, correct?
A. It was not.
Q. Are you are aware that at his deposition Mr. Kossoff testified that he doesn't get hired as a turnaround specialist and that he has never been compensated as a turnaround specialist?
A. No, sir.

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Quintero
Q. You're not aware of that?
A. That is correct.
Q. Did you review Mr. Kossoff's deposition as part of the documents you looked at in preparing your report?
A. Not that I can recall.
Q. If Mr. Kossoff did testify that he doesn't get hired as a turnaround specialist and that he's never been compensated as one, would that change your opinion as to the rate that you are using in this report?
A. No, sir.
Q. Are you aware that at his deposition Mr. Kossoff testified, and there is a quote, he has no understanding of turnaround specialists?
A. I did not know that he said that.
Q. If he did say that at his deposition, would that change your opinion as to the rate of $692.77 that you use with respect to the Lodestar method in your report?
A. No, sir.
Q. Do you know if Mr. Kossoff is affiliated with any turnaround or restructuring organizations or associations?

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A. I do not know.
Q. Did you ever ask him?
A. I don't recall having done so.
Q. Why not?
A. Because it doesn't impact my coming up with a rate that's tailored to the type of services that he rendered. My experience as having been on the executive committee of the board of directors of the Turnaround Management Association is that many people who serve as turnaround managers prior to having joined our association had not been in any way active in any turnaround organizations or did not have any specific credentials, but rather they acquired their expertise by virtue of industry experience or other experience.
Q. What industry experience or other experience are you aware of that Mr. Kossoff has that would qualify him as a turnaround expert?
MR. ESSNER: In this case?
MR. ASCHKENASY: Generally.
MR. ESSNER: I'm going to object. I don't think that Mitch practices as a

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turnaround expert generally, but he has been -- was engaged and did in fact act as one in this case. I think you have to limit the question to the case in general because the report is specific to this case, and if you're asking Mr. Quintero what about Mitch's experience as a real estate attorney, investor, et cetera, all of those things that he does qualified him as a turnaround expert with respect to FFA. I think it's a fair question. But generally -- I guess if Mr. Quintero can answer in a general sense, he's free to do so, but I think the question should be tailored to the case at hand.
MR. ASCHKENASY: But you're not instructing the witness not to answer?
MR. ESSNER: I'm not.
MR. ASCHKENASY: Can you please repeat the question for Mr. Quintero.
(Whereupon the record was read back by the reporter.)
A. With respect to FFA, which is what was relevant to me in preparing my report, he

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has experience in having practiced law in the area of real estate for many years, he's managed a reasonably large real estate law firm and been a partner for many years, and the specific tasks that he performed in connection with this matter in terms of FFA are the type of tasks that a turnaround specialist would perform. There are many people that are turnaround experts that would not regard themselves at turnaround experts. As an example, when Lee Iacocca was hired to run Chrysler, I don't think he saw himself as a turnaround expert. He would not label himself as a turnaround professional. He was not a turnaround professional in the strictest sense of being a member of an organization or having a specific designation in turnarounds, but in fact the services that he rendered in saving that company were those of a turnaround specialist.
Q. So you mentioned that Mr. Kossoff has been managing a reasonably large real estate law firm and has been a partner for many years and he practiced law in the area of real

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estate. Other than those two things, is there anything else in your opinion that would qualify him as a turnaround expert with respect to the experience he previously had?
A. Well, my focus is also on the results say more than anything else. At the time he first started working with FFA it was a marginal firm, and during the time that he was working with FFA it wound up skyrocketing in terms of both fee income and profitability. So the best indication as to whether or not somebody is a turnaround expert is -- with respect to the matter in which they are involved is what were the results, and the results were far in excess of what in fact I would expect any of the people cited in Exhibit 27 of my report to be able to achieve.
Q. So if Mr. Kossoff's results did not end up, as you used, skyrocketing FFA, would that change your opinion as to the rate he would be entitled to using the Lodestar method you describe in your report?
A. No, sir, because turnaround services do not come with a guarantee of a turnaround.

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and so routinely with turnaround firms they will charge a base hourly rate such as what is reflected in Exhibit 27 to my report, and quite often they will charge a premium to that or obtain a bonus based on results. I have not reflected any premium or bonus, but rather that just reflects to a base hourly rate.
Q. But I thought you said that one of the main reasons you're considering Mr. Kossoff a turnaround expert, or one of the reasons you're considering Mr. Kossoff a turnaround expert, is because of the, quote-unquote, skyrocketing success of FFA. Did I misunderstand you?
A. Well, that's -- with 20/20 hindsight that's verification that the services that he rendered wound up being effective, and quite commonly that would be a basis for charging a premium above that which I have reflected. But the nature of the services rendered as well as the effect of the services rendered was consistent with a turnaround professional who not only has requisite expertise but in fact was able to achieve the desired result. In

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fact, if anything, I would say he was able to surpass what might have been desired.
Q. How do you know what services Mr. Kossoff rendered to FFA?
A. Well, as -- it's reflected in my report. I indicated the nature of those services, and the nature of those services came from the combination of documents that I reviewed as well as discussions with Mr. Kossoff.
Q. I notice you're flipping through your report. Are you looking for a specific page?
A. Yes, sir. Previously you had asked me about page 10, footnote 10, with respect to the plaintiff's involvement in FFA, and I indicated, as I previously testified, that the nature of those services that he rendered as both reflected in the verified complaint as well as I had the discussions with Mr. Kossoff about those services.
Q. Let's flip for a minute to I believe it's your CV. It's actually Exhibit 28. And it's page 3 of Exhibit 28? Page 3 of Exhibit

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28 which is a description of Chartered Capital Advisors, Inc. On page 3 of that document, at the very bottom it lists "Lectures to Professional Audiences." Do you see that?
A. No. We are looking at page 28?
Q. Exhibit 28, page 3.
MR. ESSNER: It's page 3 of your CV.
Q. It's not the CV, it's the exhibit before the CV which is description of Chartered.
A. Yes, sir.
Q. It lists a whole bunch of organizations. Do you see that?
A. Yes, sir.
Q. These are lectures that you personally gave to these organizations?
A. Yes, sir.
Q. And I believe you previously testified that you were on the Board of the Turnaround Management Association; is that what you testified?
A. I was on both the Board of Directors of the Turnaround Management Association as well as the Executive Committee of the Board of

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Directors of the Turnaround Management Association, and I was Treasurer of the Turnaround Management Association.
Q. And I believe you previously testified that you have no knowledge of whether Mr. Kossoff is a member of that association as well; is that correct?
A. That is correct.
Q. And you never asked him?
A. I don't recall having done so.
Q. Do you know if Mr. Kossoff is a member of the American Institute of CPAs?
A. I have no knowledge that he is.
Q. I presume your answer is going to be the same for all of these organizations listed under the lectures to professional audiences; is that correct?
A. Yes, sir. I don't recall having asked him about that.
Q. Why didn't you ask him about that?
A. It wasn't important for purposes of my preparing my analysis and report.
Q. If you flip to your CV, which actually is the next page. I believe on the

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bottom left, do you see where it lists your certifications?
A. Yes, sir.
Q. So you're a CPA, a CFA, correct?
A. Yes, sir.
Q. And you're certified in distressed business valuation, you're a certified management accountant, certified solvency and restructuring advisor, certified turnaround professional. Do you see all those?
A. Yes, sir.
Q. Are you aware if Mr. Kossoff holds any of the certifications that you list on your CV on the bottom left under "Certifications"?
A. I have no such knowledge.
Q. Did you ever ask him?
A. I don't recall having done so.
Q. If you flip to Exhibit 30. Since we are so close already, why not. It's a list of cases where you've provided either deposition or trial testimony as an expert; is that correct?
A. In terms of the period 2011 through 2015 that is correct.

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Q. Did any of these cases involve you testifying about the appropriate rate a turnaround professional should be paid for services rendered to a corporation?
A. No, sir.
Q. Or rendered to any entity, really. I didn't mean to limit by a corporation. I presume the answer remains the same?
A. That is correct.
Q. Have you in any case provided expert testimony about that subject?
A. I don't recall having done so.
MR. ESSNER: Can we go off the record for one second?
MR. ASCHKENASY: Sure.
(Off the record. Time noted: 11:24 a.m. to 11:43 a.m.)
MR. ASCHKENASY: Let's mark this as the next exhibit.
(Whereupon Quintero Exhibit 3 was marked for identification.)
Q. Mr. Quintero, if I can ask you to explain what you did to determine the value of Mr. Kossoff's time using the Lodestar method in

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your report?
A. If we refer to Exhibit 27 of my report, in which I have quantified the value of Mr. Kossoff's time based on the Lodestar method, the value is the sum of the product of number of weeks worked each year, times estimated hours worked each year, times an hourly rate that I developed based on publicly available information on hourly rates of turnaround professionals which is, as I previously testified, the relevant area of expertise for purposes of developing a rate. So if we look at those components, work weeks, the first column is based on representations made to me by Mr. Kossoff; estimated hours per work week, again is based on representations made to me by Mr. Kossoff; and the hourly rate was the average from all the publicly available information that I gathered as a result of doing a web search of fees that were approved by bankruptcy court in cases that occurred in the State of Florida between 2008 and 2014, and the relevant hourly rates were based on staff members in the applicable firm who had

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experience or a position that would be relevant to Mr. Kossoff.
Q. Mr. Quintero, I believe you just testified that the first column of Exhibit 27 is based on representations made to you by Mr. Kossoff of his estimated hours per week and weeks worked; is that correct?
A. Those are the first two columns, that is correct.
Q. What did you do to confirm that those hours were actually accurate?
A. I relied on his representations.
Q. Did you do anything to confirm that those numbers were correct besides relying on Mr. Kossoff's representations?
A. I had no other information to be able to refer to other than his representations based on having been the person who actually did the work.
Q. So, for example, if we were to change the hours of weeks worked to ten, and the hours per week worked to ten, so then we would get a hundred hours, and then you would use that as the multiple that you would

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multiply 692.77 by, correct?
A. Well, mechanically if those numbers were substituted, yes, it would create a different product.
Q. But you took what Mr. Kossoff told you at face value?
A. I accepted what he said as being his recollection of the amount of time and number of weeks that he had invested in this client.
Q. Now, the rates at the bottom of Exhibit 27, those are the rates of senior turnaround experts and what they charge; is that correct?
A. Well, a managing director is a higher position within those firms. There are more senior people than these individuals at those firms, but they are people that are certainly beyond junior level.
Q. In your experience and in your expert capacity, managing directors and senior managing directors generally have years of experience working as turnaround experts, correct?
A. Not necessarily as turnaround

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experts. They may have experience as people in private industry, they may have people that are -- people who would had formerly worked for CPA firms. Typically, the individuals that are managing directors or senior managing directors at these firms would be ages somewhere from 30 to 40, maybe 30 to 50. So they generally actually would have less experience than Mr. Kossoff and they would have less industry specific experience than would Mr. Kossoff. But I use this because this was an objective benchmark for fees that were subject to review and challenge that were approved by the bankruptcy court in the State of Florida in a relevant time period.
Q. How did you go about finding this information contained at the bottom of Exhibit 27?
A. I did Google searches for fees that were approved by bankruptcy courts in Florida in this area, in this time period, and in order to be able to enhance those searches I knew from my experience in the profession that these are firms that would routinely have been

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retained in this jurisdiction.
Q. Now, the four firms that you are referring to and that you used as comparables are Alix, A&M, FTI and Navigant, correct?
A. That is correct.
Q. Do you have an understanding of what their reputations are in the turnaround and restructuring field?
A. Yes, sir.
Q. And what is that understanding?
A. Well, they generally have good reputations, although like any firm they have situations that work out well, they have situations that do not work out well.
Q. Are they considered four of the leading restructuring firms, in your opinion?
A. AlixPartners, Alvarez & Marcel, FTI generally have a good reputation. They are not necessarily just doing restructuring work, they do other work. But these are specifically cases where their fees were subject to review in the bankruptcy court. With Navigant Capital, they do a variety of work that includes bankruptcy work, and so I would say

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that they are more financial advisers as well as they do other services that are sometimes submitted to the bankruptcy courts for retention and approval.
Q. Now, in a prior answer you said that the managing directors and senior managing directors that are referenced in Exhibit 27 would actually have less experience than Mr. Kossoff. Do you recall testifying to that?
A. Both less professional experience and without doubt less industry specific experience.
Q. How do you know that?
A. Because I'm very familiar with the way these firms are structured. First of all, the people normally doing the work that would be managing directors or senior managing directors I'd say normally are in their 30s and 40s and to a lesser extent 50s, but also they wouldn't necessarily specialize in such a narrow area such as foreclosures or they are generally not lawyers, and so generally within these firms, these firms are generalists. They will have a person who one month is working on

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a company that is a real estate developer and a month later they are working on a company that manufactures industrial equipment. So they are -- in effect that's one of the challenges in hiring turnaround professionals is finding somebody who has skills that are relevant to the specific case, and so this is a very specialized type of service that Mr. Felberbaum required.

Q. Now, you said they are generally not lawyers and Mr. Kossoff was a lawyer; is that correct?

A. Yes, sir.

Q. Is it your understanding that Mr. Kossoff was providing legal advice to FFA and Mr. Felberbaum?

A. No, sir.

Q. Then why is it relevant that Mr. Kossoff is a lawyer?

A. Well, I'm saying in terms of backgrounds, comparing backgrounds of people at these firms to Mr. Kossoff, some of them are lawyers but most of them are not lawyers.

Q. But if Mr. Kossoff wasn't providing

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legal advice, then how is it relevant that Mr. Kossoff -- how is Mr. Kossoff's background as a lawyer relevant?

A. Because FFA was providing services that are of a legal nature and so somebody who was a lawyer, is a lawyer, would have more relevant experience than somebody who was not.

Q. And how did that relevant experience as a lawyer translate into Mr. Kossoff's function as what you described a turnaround expert?

A. Because he was turning around a firm that technically, as I understand it, was a law firm, and so being a lawyer, having managed a medium-size practice for a number of years, and having been a partner in a law firm that does work that is in the real estate area, is a highly relevant skill set for purposes of serving FFA.

Q. And is it your understanding that Mr. Kossoff provided no legal services to FFA?

A. It is my understanding that his background as a lawyer was useful for purposes of performing the tasks that I enumerated in my

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report in pages 10 and 11, but it's my understanding he was not writing legal documents or appearing in court, but at the same time he was doing a lot of work with both recruiting, evaluating lawyers as well as other professionals, para professionals, administrative personnel that were hired by FFA during the period of time in which he was involved with FFA.

Q. But it's your understanding that he was not providing any legal services to FFA?

MR. ESSNER: Objection. That's been asked and answered but you can answer it again.

A. It would depend on what you mean by legal services. My understanding is he wasn't writing legal documents as a lawyer for clients of FFA, but my understanding is also he was interfacing regularly with the staff of FFA including lawyers who were involved in providing legal services. But it's my understanding he was not serving as lawyer of record for cases in Florida, but again, I could be incomplete in my understanding of what he

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did.

Q. In terms of legal services, I'm not so much focusing on legal services provided to clients of FFA, I'm focusing on legal services provided to FFA as a company. Do you have an understanding of whether Mr. Kossoff provided legal services to FFA as a company?

A. I do not understand him to have been serving as a lawyer on behalf of FFA, so my understanding the services that he rendered is summarized on, as I previously testified, on pages 10 and 11 of my report. And so his background in the legal profession, as I previously testified, is important, but I'm not indicating here that he was serving as a lawyer to FFA.

Q. How do you know that -- withdrawn.

Do you know the specific managing directors and senior managing directors which were assigned to these respective cases by AlixPartners, A&M, FTI or Navigant?

A. I don't recall having looked at the individuals so I don't know if I do or don't know them.

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Q. So how do you know whether they have similar relevant experience?

A. Because I'm very familiar with the turnaround profession and these firms and the nature of the staffing of these firms.

Q. And in your experience it's your testimony that these firms don't staff people with relevant experience on their cases that they worked?

A. Well, I'm specifically saying relevant experience with respect to FFA. This is a very narrow type of a business, and so this is not a business -- it's not a business that these firms would generally have people that are -- have the experience that is as relevant as that of Mr. Kossoff.

Q. But they might have the relevant experience for the matters that they worked on: The HearUSA proceeding, the NII Holdings, the first NLC and Life Care matters; isn't that correct?

A. I would believe that they have experience relevant to those cases.

Q. You list here what the managing

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director and the senior managing directors charged as their average billing rate for these four cases. Do you have any understanding of what less experienced individuals at these firms charged on these cases?

A. I believe I saw it in the fee applications. I don't recall offhand.

Q. They would be lower than the rates that appear here, correct?

A. On a per hour basis, yes. Usually what winds up happening in these cases is they gang tackle the cases and so they have junior people with lower hourly rates who wind up billing large numbers of hours.

Q. How did you choose these four cases to use as your sample?

A. They were the only ones that came up when I did my search.

Q. Do you recall what the search was that did you?

A. As I previously testified, I used Google -- I used search terms such as, and this is just my general recollection, bankruptcy fee applications Florida, bankruptcy fee

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applications Florida, AlixPartners, Alvarez & Marsal, FTI, Navigant. So I sought cases which involved turnaround services approved by bankruptcy court, relevant state, relevant time period, and this is 100 percent of what came up in my search.

Q. Your searches included the term Alix, Alvarez, FTI and Navigant; is that your testimony?

A. Again, I don't specifically recall that, but I believe I would have done that.

Q. Did you try to find any cases that may have involved turnaround specialists other than these four firms?

A. I probably did and I just didn't find anything else.

Q. Do you recall -- I'm sorry?

A. I was going to say. I was satisfied that this represented -- this was an appropriate example, and my experience from having been involved in professional practices for 41 years and having been involved actively in turnarounds for more than 30 years was that these hourly rates were what I would expect

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them to be.

Q. And in your professional opinion, you thought it would be -- it was fair to compare Mr. Kossoff, who as you testified runs a law firm in New York, and to use the rates charged by these four national turnaround firms?

A. Yes, sir. Because these firms, generally speaking, charge the same hourly rate whether they are working in a small town in Alabama or New York City. And in fact that is one of the factors that the bankruptcy court uses to evaluate whether or not they are satisfied that the rates are reasonable.

Q. Did you try to find any cases where someone working at a much smaller firm who had never previously served as a turnaround expert was compensated pursuant to a court order as a turnaround specialist?

A. That would have been what I would have tried to get in terms of bankruptcy fee applications that are approved in the State of Florida within the relevant time period, and I did not find anything.

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Q. So you didn't find any bankruptcy cases involving a turnaround expert who had never previously practiced as a turnaround expert; is that your testimony?

A. Well, recognize within these firms they will routinely have people that have never previously practiced as turnaround experts who on their first case, if they are more experienced in a particular industry, will be managing directors, senior managing directors billing at these rates. So the relevant issue is what level within the firm is the person based on title. So within -- with the relevant individuals, I didn't look at their background to see how many years of experience do they have, but rather if they are a managing director, senior managing director, this could have been there first turnaround case but they have requisite expertise to allow them to have the applicable title in the firm.

Q. But you just testified that you didn't check the backgrounds of any of the managing directors or senior managing directors in these four cases; is that correct?

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A. Yeah, that is correct, but I know the type of background they have to have in order to have that position.

Q. Do you know if Mr. Kossoff ever worked at any of these four firms?

A. I have no reason to believe that he did.

Q. Did you ever ask him?

A. No, sir.

Q. Are you aware of the hourly rate Mr. Kossoff billed clients at his law firm during -- let's start 2012?

A. I don't know specifically what his hourly rate is.

Q. How about during 2011; do you know what his hourly rate was in 2011?

A. I don't specifically know what his hourly rate was.

Q. Do you generally know?

A. No, sir.

Q. How about for the year 2013; do you know what his hourly rate was for clients that he billed from his law firm in 2013?

A. I don't have a specific knowledge

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that is specific to any individual year as to what his hourly rate is for real estate legal services at his law firm.

Q. Do you have a general knowledge?

A. I have a general knowledge, yes, sir.

Q. What is that knowledge?

A. My belief is his hourly rates for real estate legal services is somewhere in the four hundreds per hour.

Q. Did you take that rate into consideration when assessing what rate should be applied to the numbers that appear in Exhibit 27 and elsewhere in your report?

A. No, sir, I did not.

Q. You didn't think that was relevant?

A. It's a different type of service.

Q. So you didn't think it was relevant?

A. It wouldn't be if it was a different type of service, that's correct.

Q. Mr. Quintero, I'm going to hand you and I'm also going to hand Mr. Essner a copy what we have marked as Quintero Deposition Exhibit 3. Does this look familiar to you at

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all?

A. Well, I recognize -- I see hundreds of documents per year that look like this. So yes, it looks familiar.

Q. In a general sense. How about in a specific sense? Have you ever seen this specific document before?

A. I can't tell you that definitively, but it appears based on the caption that this may be the document from which I got information that is contained in Exhibit 27.

Q. Did you keep the documents you got the information which is contained from which you got the information contained in Exhibit 27?

A. Yes, sir, I did.

Q. Do you know if you produced them in this case?

A. I don't know.

Q. Would they have been documents like court filings similar to the one that we've marked as Exhibit 3?

A. Yes, sir.

Q. Did you provide everything that

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you've relied upon in this case including documents similar to this Exhibit 3 to Mr. Essner?
A. I provided everything I was asked to provide.
Q. Well, what were you asked to provide?
A. I at this point don't have a recollection of what I was asked to provide.
Q. Were you asked to provide that in writing or orally?
A. I don't recall.
Q. There might be an e-mail about that?
A. If it was -- if the request was electronic. If the request was over the telephone, then there would not be an e-mail. Although any production that I would have provided would have been electronic production.
Q. And sitting here today you can't recall whether you were asked to provide all documents you relied upon in preparing and researching your report?
A. I don't have a specific recollection of that, no, sir. I may have been asked to do

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Quintero

that. If I did, I would have provided the documents.
Q. But just so I'm clear, the documents that you used to compile Exhibit 27, those are something that you currently still maintain a record of?
A. I would believe so.
MR. ASCHKENASY: I would demand that to the -- you produce any documents that you relied upon to the extent that we haven't been received yet -- we haven't received them yet.
Q. But let's move on to this Exhibit 3. So sitting here today can you definitively say whether you have ever seen this before?
A. I can't say only because of the fact it looks so similar to other documents like this that I routinely look at.
Q. Do you think that the HearUSA bankruptcy, which is the caption on this Exhibit 3, is that comparable to -- well, do you have any information about the HearUSA bankruptcy? Do you have any general knowledge about that?

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Quintero

A. Well, the very specific reason, remember, that I got these hourly rates is because of the fact that under the bankruptcy codes firms, in order for their hourly rates to be approved, ever since they amended the bankruptcy code in 1978, if I recall correctly, the rates had to be their customary rates for similar services. And so that's why I say firms routinely use national rates, and there are rates that they charge for people with similar experience, whether they are working on bankruptcy cases or other cases. So the specific purpose of getting this information was not to say that FFA is identical to HearUSA, but rather to see that the customary rates approved for professionals with experience that could be deemed to be relevant to that of Mr. Kossoff, whose rates were approved by the bankruptcy court, that those rates would be an objective benchmark for quantifying Mr. Kossoff's rates for the specific purpose of serving FFA.
Q. And when you quantify what the customary rate for similar services is, do you

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Quintero

need to take into account the size of the company that is being restructured?
A. No, sir.
Q. So it's your testimony that whether you're restructuring a one person or one employee company and a 10,000 employee company, the rates should be consistent for the work that is done?
A. Yes. Normally with these firms, whether it was a one person company or General Motors, the hourly rates of the professionals are going to be the same.
Q. Would these firms be retained generally by one person companies, the firms Alix, A&M, FTI and Navigant?
A. Not generally, no, sir.
Q. What types of firms do one person companies normally retain?
A. It can be a variety of firms.
Q. Such as?
A. Me.
Q. Okay. Do you do turnaround work?
A. I have in the past.
Q. What is your hourly rate that you

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charge?
A. Well, I charge -- first of all, turnaround is one of many things that I do, but as of this particular year that I prepared my report, my hourly rate was $495 an hour.
Q. And you have 41 years of experience; is that correct?
A. Yes, sir.
Q. So you would charge almost $200 less an hour than you propose Mr. Kossoff's time is worth on an hourly basis in this case; is that correct?
A. I probably wouldn't do this project.
Q. Why not?
A. Because I believe that somebody with Mr. Kossoff's skill set is better suited to it than me or any member of my firm.
Q. But if you were to retained, it would be at the 495 rate?
A. No. If I were to be asked by Mr. Felberbaum, I would see if I could find somebody like Mr. Kossoff that I could refer to Mr. Felberbaum to do the work.
Q. If I could ask you to flip to

Quintero

paragraph 11 on page 4 of Exhibit 3. So HearUSA, which is the company that is the focus of this bankruptcy and which is one of the four comparable bankruptcy cases you decided was relevant to this matter, do you see where it says it has "1,800 hearing care provider locations"?
MR. ESSNER: Let me object. I believe he said the rates charged were relevant, not necessarily the bankruptcy of HearUSA being relevant to the Kossoff, Felberbaum --
MR. ASCHKENASY: Fair enough. I didn't mean to restate. It's really irrelevant. Let's rephrase.
Q. HearUSA --
A. I'm sorry. You said page 11?
Q. Paragraph 11, page 4.
A. Oh, I'm sorry.
MR. ESSNER: Entitled "Scope of Services."
Q. Within that paragraph 11, do you see where it describes HearUSA as a company that has 1,800 hearing care provider locations?

Quintero

A. Yes, sir.
Q. And 6,700 shareholders?
A. Yes, sir.
Q. And 360 employees?
A. Yes, sir.
Q. Are you aware how many employees FFA has?
A. Currently?
Q. At the point you were preparing your report.
A. Well, the number would have increased over the period of time that Mr. Kossoff was involved with the company because its revenues substantially increased, and so that number I believe is a number that was somewhere between 50 and a hundred at some point, but I don't recall the exact number at this point.
Q. Do you know how many shareholders FFA had?
A. Yes. Two is my understanding.
Q. And who are those two?
A. Mr. Felberbaum and his law firm.
Q. Do you know how many locations FFA

Quintero

had?
A. Two, as I understand.
Q. And it's your testimony that none of that is relevant in determining the hourly rate to be applied to the services provided or allegedly provided by Mr. Kossoff?
A. No. What is obviously more relevant is the value that was created by virtue of substantially increasing the size of FFA and profitability of FFA during the time in which Mr. Kossoff was involved with FFA.
Q. But that is looking at it in hindsight, correct?
A. Well, no, 'cause as I mentioned before in my testimony, turnaround services do not come with a guarantee, and so the rate -- the base rate is charged irrespective of the result but it is not uncommon for a premium or a success fee to be charged if the result is successful.
Q. My question a minute ago is whether it is your testimony that the size of the company, its shareholders, its locations, its employees, whether that is relevant in

Quintero

determining an appropriate hourly rate to be charged for services such as those allegedly provided by Mr. Kossoff to FFA?

A. Not necessarily, sir. As I previously testified, firms routinely have a hourly rate that is charged for individual professionals irrespective of the size of the client. The thing that will impact the fees paid by the client based on size of firm will be how many people are involved in the case and what are the aggregate fees charged. And so as I previously testified, these firms in a larger case will devote many professionals, who will spend many hours working on the case, wherein on smaller cases it might be one professional who does all the work, in which case the rates might be lower.

Q. You said not necessarily at the beginning of your last answer. But does that mean that the size, the employees, the locations might be relevant in determining the appropriate rate?

A. Not the hourly rate. Actually, the aggregate fees that are paid.

Quintero

Q. So the size, location of employees, that is irrelevant in determining an hourly rate in your opinion?

A. With respect to firms involved in turnarounds, bankruptcies, they routinely use national rates that are not adjusted based on either location or size of client.

Q. And that is your experience regardless of the size of the bankruptcy estate?

A. Well, the size of the bankruptcy estate will routinely have a bigger impact on how many people from those firms are involved in doing the work as well as how much time they are allowed to spend, what is the scope of their services.

Q. Will the size of the bankruptcy estate impact whether it's one of these four firms that are hired as opposed to a smaller firm?

A. It could.

Q. In your experience, does that generally play a role?

A. It can.

Quintero

Q. In your experience, would a company the size of FFA typically hire a company like Alix, Alvarez, FTA and Navigant to do restructuring?

A. Probably not because they don't have the relevant skill set that does Mr. Kossoff.

Q. Can you think of any firms other than Mr. Kossoff himself that would have the relevant skill set?

A. I believe he is the needle in the haystack. But if Mr. Kossoff did not exist and Mr. Felberbaum asked me to get involved, as I say, I would say to Mr. Felberbaum you need a very specific type of professional and I would seek somebody like Mr. Kossoff to do the work, but the big challenge that I would have is trying to extricate somebody from their law practice to do this work, which is non-leveragable work for a period of time.

Q. So in your expert opinion, then, you're saying that the ideal person to do the work that was allegedly done for FFA is someone who had years of experience running a Manhattan law firm?

Quintero

A. No, it's not specifically running a Manhattan law firm, but the ideal person to do this type of project would have a legal background, would have familiarity with real estate and foreclosures, managing staff, running from an administrative perspective a multi-person firm, having an ability to be able to interface with lenders. There are many skill sets that are involved that this wound up being almost a perfect case for Mr. Kossoff. As I say, the additional challenge is most of the people who had the requisite expertise either are managing their own firm, in which case they are not going to be willing to work as a consultant to another firm like FFA, or they are managing a law practice where when you have partners, when you have multiple lawyers working for you, your role is to run the firm and to make money based on the leverage, leveraging your time from the professionals you have working for you. And so you usually do not have an inclination to abandon your practice for some of the time, go to work for a firm or you're only serving that one client and

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you're only making money based on the fees you get from that client, as opposed to managing a law practice where you're making money not only based on your efforts but also based on a piece of the fees that are received from all of the lawyers, all of the para professionals and administrative professionals that work for you that are also billing. So the work that Mr. Kossoff did in connection with FFA was non-leveragable work. Most lawyers that have a firm where they have several professionals working for them would not be willing to abandon their practice for a period of time, and in fact their partners would not allow them to do that. As I understand it, it actually did create some problems with Mr. Kossoff in neglecting his law practice to serve this one client that happened to be a personal friend of his.

Q. What is your understanding about the problems that that created?

A. My understanding is that his former partner, Ms. Unger, was very distressed by the fact that he was devoting so much time to this

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one client at the expense of his obligations on behalf of his law practice, and that she actually went with him to Florida because she wanted to see what FFA was all about. So my understanding is that it created some turmoil within his firm because of his having had to take away so much time from his practice to serve FFA.

Q. Did you speak to Ms. Unger at all about this?

A. I did not.

Q. Did you speak to anyone at either Kossoff, PLLC or Kossoff & Unger other than Mr. Kossoff about this?

A. I believe I got some secondhand knowledge from Mr. Essner, but I relied on Mr. Kossoff who was the person who was actually involved for that insight.

Q. So the source of all your understanding ultimately is Mr. Kossoff, then?

A. Directly or indirectly, that is correct.

Q. Now, you described Mr. Kossoff as the needle in the haystack for this project

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because of his legal background with familiarity in real estate and foreclosures, managing staff, running a multi-person firm from an administrative perspective, having an ability to be able to interface with lenders. Do you recall that?

A. Yes. And there are many other things that I also list on pages 10 and 11 in my report.

Q. Well, that is a perfect segue. Because I believe you also testified that there are many other skill sets that are involved and I just want to just make sure we get all the skill sets rather than just saying many skill sets. So in addition to the ones relating to his legal background and familiarity with real estate and foreclosures, managing staff, running from an administrative perspective a multi-person firm, and having an ability to be able to interface with lenders, what else is it that made Mr. Kossoff this needle in a haystack for FFA?

A. Well, the best way to be more inclusive would be to look at my report, pages

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10 and 11.

Q. Sure.

A. So he served as executive vice president of FFA.

Q. But that obviously didn't make him qualified to be a turnaround specialist for FFA; that is what he actually did, correct?

A. Well, my experience is a firm would not designate an individual with such a title and list them on their website if they didn't think that he was appropriate for the position. Because one of the other aspects of Mr. Kossoff's employment is that it was subject to termination and in fact it was terminated unilaterally by Mr. Felberbaum. So presumably the benefits that he would receive would last as long as a relationship did, and it was terminated not by his own choice, as I understand. Next bullet, "Performing various day-to-day required to manage FFA," that was a continuum during the time period. "Resolving a serious disciplinary complaint against Mr. Felberbaum in May of 2011," that would be something where his legal background was

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essential. I have 41 years of experience. I don't know that I would have been able to do that and achieve the result that he achieved.

Q. Let's take a break for one second from reading the list and go back to the one you just read a minute ago. What were the various day-to-day services required to manage FFA that Mr. Kossoff performed?

A. There's lots of day in and day out services that are involved in managing a multi-person firm that include hiring staff, evaluating staff, potentially terminating staff, making sure that bills go out on a prompt basis. My understanding is that he institutes and enforced a system in which everybody whose time was going to be billed would have to promptly file time sheets to make sure that they were able to recover their time, making sure that invoices go out on a timely basis, any disputes with clients, with vendors, are favorably resolved, negotiating reasonable leases on premises. There are a host of day-to-day issues involved in administering a business whether it's a law firm or any other

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type of business. But for a business like this, having experience in both the legal business as well as in the real estate sector of the real estate law, is highly useful. So there are an assortment of skills that are necessary. But just like you were suggesting before, with a firm like AlixPartners, they potentially could do it by virtue of bringing ten people on staff. You have a lawyer come on, you could have somebody who's expert in billing and collection, you could have several people. But with a small firm like FFA, it is most practical to have them all bundled in one individual, and that is part of what I say Mr. Kossoff was the needle in the haystack, 'cause instead of having to hire many people, which would have been impractical for a firm like FFA, he was one person who do it and he was also one person who had a personal relationship with Mr. Felberbaum. Because that is another thing that made him very well suited, that Mr. Felberbaum had a 20-year relationship with Mr. Kossoff. Mr. Felberbaum trusted Mr. Kossoff and was willing to allow

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Mr. Kossoff to do what needed to be done in order to be able to build his firm in a way that had never occurred prior to Mr. Kossoff's involvement with FFA.

Q. I think we were going through the list of items. Well, first of all, are there any other day-to-day services that you can think of which --

A. Yes, sir. A lot of these are day-to-day issues. Some of them not necessarily every day in and day out. If we are to go through each of the bullets, I'd be happy to discuss them. "Resolving a number of litigations against defendants that were initiated by vendors, satisfy clients, general associates and the owner of FFA's predecessor in interest," that is something where Mr. Kossoff's background as a lawyer was particularly beneficial. So even though I don't believe he was working as a lawyer, his experience as a lawyer was very helpful in making him effective in being able to resolve these issues.

Q. Before we turn the page, just going

Quintero

back to "Resolving the serious disciplinary complaint against Mr. Felberbaum," do you see that one, the next to last bullet?

A. Yes, sir.

Q. That was done for Mr. Felberbaum personally, correct?

A. I would believe so, although it would have impacted his ability to be able to effectively get clients for FFA. So if that part were not successfully resolved, given that he was the only partner of FFA, had he been disbarred, for example, FFA could have collapsed.

Q. Now, you're aware that both Mr. Felberbaum as an individual -- is a defendant in his individual capacity in this case and FFA is a defendant in this case as well; is that correct?

A. Yes.

Q. In your report did you do anything to distinguish between the time that Mr. Kossoff worked on FFA matters and the time he worked on matters for Mr. Felberbaum personally?

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A. I did not.

Q. Were you asked to do that?

A. No, sir.

Q. So the numbers here in your report are the combined numbers for all of Mr. Kossoff's alleged time that he worked regardless of whether it was for FFA or for Mr. Felberbaum personally; is that correct?

A. Yes, sir. And I would believe in some cases those services benefit both. The example being what we just talked about, that if those disciplinary problems had not been successfully resolved, it would have adversely affected Mr. Felberbaum with respect to both his personal reputation, his ability to be able to run his law practice, as well as FFA.

Q. For example, on the top of 11, the first bullet which talks about restructuring personal loans and it's -- you specifically distinguish between personal loans and business loans. So the personal loans is something that Mr. Kossoff alleges that he did for Mr. Felberbaum personally, I imagine, correct?

A. Yes.

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Q. So there is no way reading this report to know how much time is attributed to that as opposed to work he did restructuring for FFA; is that correct?

A. That is correct.

Q. And is it your experience that restructuring specialists would get -- first of all, is it your experience that there is such a thing as restructuring or turnaround specialist for an individual rather than for a company?

A. Yes, sir.

Q. And in your experience, do they get the same hourly rate, generally?

A. Well, when they are working for the company and the individual normally they bill the same hourly rate.

Q. So that wasn't exactly my question. My question was when restructuring or turnaround firms work on individual bankruptcies, in your professional experience, are the rates they charge comparable to the rates charged when restructuring or turnaround firms work on corporate bankruptcies?

A. It depends on who the individual is.

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Q. Did you make any assessment in this case to determine whether the rate that you are applying using your Lodestar method was reasonable both for Mr. Felberbaum in his individual capacity and FFA in the corporate capacity?

A. My experience is --

Q. My question is did you make that assessment in this case?

A. No, sir, because it wasn't necessary.

Q. Why wasn't it necessary?

A. Because normally when you have a turnaround specialist or restructuring specialist who is serving both the company as well as the owner of the company they are not going to distinguish between the rates they charge for both services. So it's going to be the same hourly rate.

Q. In your experience, when a turnaround expert or restructuring firm is working with both an individual and a company, do they generally combine their work?

A. What do you mean combine their work?

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Q. In other words, are they generally retained by a company and they also work on behalf of the, let's say, individual employees, shareholders, directors of that company; is that something that is typical in your experience?

A. Well, when one person owns a company, and as I said with FFA, my recollection is Mr. Felberbaum owned 99 percent of the stock of the company, his law firm owned one percent, so for all practical purposes it was Mr. Felberbaum. And so it's a matter of preference as to which pocket the fees are going to come out of. Do they come out of the firm, which for all practical purposes he owns 100 percent of, or does he ask, you know what, I want you to take an invoice and bill X-dollars for what you're doing for FFA and Y-dollars for what you're doing for me personally. That's a matter of the preference of the client. But it is my experience, and in fact I have personally worked on projects where I have done work for both the firm as well as the individual, and unless I have been asked to

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present separate invoices for the firm as compared to the individual. I would bill them all to the firm, and even if I were asked to prepare separate invoices, I would not distinguish in terms of hourly rates between what I'm doing for the firm as opposed to what I'm doing for the individual. It would still be the same hourly rates. Similar to my own practice, incidentally, where I'm charging the same hourly rate whether I'm working with an individual or a $50 billion company.

Q. And that's the 495 an hour you mentioned earlier?

A. Well, last year it was 495, this years it is $510 an hour.

Q. Is there a reason that you did not include any individual bankruptcies within Exhibit 27? Looking at it just briefly, it seems to me they are all corporate bankruptcies.

A. Nothing came up in my search.

Q. Did you search for individual bankruptcies?

A. Well, I searched for Florida

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bankruptcies, the applications, and I searched for these firms. So, for example, to the extent that the firms were involved in individual bankruptcies, it might have come up, but it did not come up in my searches.

Q. In your experience, are these law firms generally involved in individual bankruptcies?

A. Not generally. They are more commonly involved in corporate bankruptcies. But to the extent that there are individuals that require services such as that they render, they could be involved in individual bankruptcies.

Q. Can you think of any example sitting here today where you know of where either AlixPartners, A&M, FTI or Navigant was involved in an individual bankruptcy?

A. I'm sure they exist but I never had had a reason to look for it.

Q. So sitting here today you can't name one?

A. I never had a reason to look for one.

Quintero

Q. I'm not asking if you had a reason. I'm asking if you can name one.

A. No, sir, I do not have a specific case that comes to mind.

Q. I believe we were going through the list of reasons why Mr. Kossoff in your description was the needle in the haystack fit for FFA.

MR. ESSNER: Let me object. I think we are going to plaintiff's involvement in FFA which would encompass why Mr. Kossoff was a needle in a haystack, but I don't think the list is detailed why Mr. Kossoff was the, quote, needle in the haystack, just for clarity sake.

MR. ASCHKENASY: I appreciate that clarification, because then let's refocus a little bit.

Q. My question really revolves around the qualifications that made Mr. Kossoff the needle in the haystack, to use your words, for FFA, and you listed a number of those already. I'm asking if there are any other qualifications of Mr. Kossoff that you consider

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in the context of your statement that he is the needle in a haystack for FFA?

A. If we continue to look at the bullet points I enumerate on pages 10 to 11 of my report, the thing that makes him unique is that bundled up in one individual he has capabilities to perform all these services, plus there is the issue of not just ability to perform the services but willingness to perform the services, so many people who -- other people who may have ability might not necessarily have willingness to perform the services. And there are others who might be willing to perform the services that don't have the ability to perform the services.

MR. ESSNER: There certainly are probably more of those than the former.

A. Can I take a two-minute break?

Q. Sure.

(Lunch recess.)

(Time noted: 12:40 p.m.)

Quintero

AFTERNOON SESSION

(Time noted: 1:34 p.m.)

CONTINUED EXAMINATION

BY MR. ASCHKENASY:

Q. Welcome back, Mr. Quintero.

A. Thank you.

Q. Do you recall that before lunch I asked you what made Kossoff in your opinion uniquely qualified to provide turnaround services to FFA? Do you recall that?

A. Yes.

Q. I believe so far you listed his legal background, his familiarity with real estate and foreclosure, his experience managing staff and running a multi-person firm, his ability to interface with lenders and his appointment as senior vice president of FFA; is that correct?

A. I believe the title is executive vice president.

Q. I'm sorry, executive vice president. With that minor emendation to the title he had at FFA, is the list I just recited correct?

A. Thus far, yes, sir.

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Q. And I would just ask you if you could, if there is anything else that you believe should be added to that list which made him uniquely qualified in your opinion to provide turnaround services to FFA. I would ask you to identify what other things there are.

A. Yes, sir. If we look at the list of tasks and services that I have enumerated on pages 10 and 11 of my report, these all represent things that I understand Mr. Kossoff did while he was working for FFA. And these four other firms, such as the ones that I've listed in my Exhibit 27, are more commonly held among several people who each have perhaps a piece, you know, a couple of bullets they can do, but what is unique to Mr. Kossoff is in one person he was able to provide all of these services.

Q. Again, what I'm trying to focus on not so much what he did but what his qualifications were that made him this uniquely qualified person.

A. Yes.

Q. So in addition to the ones I have

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already listed, are there any other qualifications that he brought to FFA that made him so uniquely qualified in your opinion?

A. Yes, sir. Well, we described some of the services that he was capable of rendering. There are some other things, like I said that he was a personal friend of Mr. Felberbaum. Well, an important part of being able to serve a client successfully is to have the client's confidence such that the client is willing to allow the professional to be able to do what needs to be done, and because of a 20-year relationship between Mr. Kossoff and Mr. Felberbaum, it's my understanding that prior to the dispute that they each trusted each other implicitly, and so that was a very important part of enabling Mr. Kossoff to be able to successfully do the things that he did on behalf of Mr. Felberbaum and the FFA during the period of time in which Mr. Kossoff was providing the services. There are other things that are unique to individuals. The ability to be able to successfully negotiate with various parties, to

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be able to have relationships with staff, to have confidence with people outside of the firm that is a function not only of background experience but is even a function of the individual who is performing the services. There are people that have strong technical skills. They are just, on an interpersonal basis, incapable of being successful in this area that don't have the energy, the will to be able to get things done, to be able to implement from start to finish what is required. There is a lot of people who can start something, there are some people who can finish something, but to do it all from beginning to end where it all has to get done is something that is a very valuable skill. By virtue of his legal background, it gave him credibility in being able to interface with lawyers that they can bring on staff, with staff that sometimes would have had technical questions, with other people outside of the firm, whether it's clients, vendors. It's an important element of what he was able to deliver in serving FFA.

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Q. So I just want to make sure I have the complete list at this point. It is Mr. Kossoff's legal background, his familiarity which real estate and foreclosures, managing staff, running a multi-person firm, ability to interface with lenders, his appointment of EVP of FFA, the fact that he was a personal friend of Felberbaum, his ability to negotiate, his ability to relate to staff, his confidence with people outside the firm, his will to get things done, and his credibility interfacing with other lawyers, those are the things that made Mr. Kossoff uniquely qualified to provide turnaround services to FFA?

A. I'll expand a couple of things. Not only is he a personal friend of Mr. Felberbaum, because Mr. Felberbaum's golfing buddy might be a personal friend, but that doesn't mean he would trust him to be able to serve in a very senior capacity in his firm. So he not only was a personal friend, but he had Mr. Felberbaum's confidence. Part of having run for several years a more substantial legal practice is he was also familiar with

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administering a larger firm. I previously testified about activities such as enforcing a time -- a reporting system, making sure that time was promptly submitted, that bills were accurate and they were promptly submitted to clients, making sure that they are collected, that is the administrative side of running a professional practice that is absent in many firms. That is the business of running a law firm as opposed to just providing legal services. That is a very important element of taking a firm that prior to Mr. Kossoff's involvement was living a hand to mouth existence to one that was capable of enabling Mr. Felberbaum to pull out a level of distributions that would make him at the top of the legal profession in terms of what he was drawing from his firm.

Q. Is there anything else other than the items we've already listed that make Mr. Kossoff uniquely qualified in your opinion to provide turnaround services to FFA?

MR. ESSNER: Counselor, just so I'm clear, are you talking about specific to

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Kossoff as an individual or experientially such as his running other businesses or both? I'm just trying to get -- are you asking about personal qualities which Mr. Quintero observed and/or felt Mitch had based on what he has done, or his experience both running Kossoff, PLLC, Kossoff & Unger, Kossoff Alper & Unger, the other businesses he ran such as Burton Packaging or all of that?

Q. Did you understand my question, Mr. Quintero?

A. I answered to the extent that I understood it.

Q. And you recall that you testified that in your professional opinion Mr. Kossoff was uniquely qualified to provide the services that he allegedly did to FFA. Do you recall that?

A. Yes.

Q. So I'm just asking what you are basing that opinion on and all the elements that go into why you think Mr. Kossoff was uniquely qualified to provide the services he

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allegedly did to FFA?

A. Yes. So those are all reasons why he was an excellent candidate to be able to do the things that he in fact -- as I understood, that he did during the period of time that he was working on behalf of FFA.

Q. Sitting here today can you think of any other reasons other than the ones we have already discussed?

A. Those are the ones that occur to me, although there may be others.

Q. Fair enough. But sitting here today you can't think of others other than the ones you just identified?

A. At the moment those are the ones that immediately occur to me.

Q. If we could go back to what was previously marked as Quintero Deposition Exhibit 3 for identification purposes, which is the submission in the In Re HearUSA case. Can I ask you to turn to paragraph 16, which appears on page 5. Do you see that?

A. Yes, sir.

Q. It lists the fee and standard rates

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that AlixPartners charges on an hourly basis for its professionals. Do you see that?
A. Yes, sir.
Q. It continues on to the top of page 6?
A. Yes, sir.
Q. So the managing directors are the most senior professional listed there; is that correct?
A. On this listing, that is correct.
Q. Are you aware if there is a title at AlixPartners that is more senior than managing directors?
A. They may have a title senior managing directors, but I don't see that listed here. And so I see this was as of 2011, so it is possible, also looking on the schedule, one of this submission that managing directors might have been the most senior professional that they had at that time.
Q. Did you do anything to research whether that in fact is the case?
A. No, sir.
Q. You see in, for example, in

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paragraphs 9 and 10 on page 3, carrying over to page 4, where it describes, and in fact this section is titled "AlixPartners' Qualifications." Do you see that?
A. Yes, sir.
Q. You see where it says, "The Debtor understands that AlixPartners has a wealth of experience in providing communication consulting services, and enjoys an excellent reputation for services it has rendered in large and complex Chapter 11 cases." Do you see where that is stated in paragraph 9?
A. Yes.
Q. Do you see in paragraph 10 where it says that "Since its inception in 1981, AlixPartners, its predecessor entities, and its affiliate, AP Services, LLC, have provided restructuring or crisis management services in numerous large cases." Do you see that?
A. Yes, sir.
Q. Do you know if Mr. Kossoff has ever provided restructuring or crisis management services in any large case?
A. I have no personal knowledge whether

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he has or he hasn't.
Q. Whether he has provided restructuring or crisis management services in any case regardless of the size?
A. Yes, sir.
Q. What is your understanding?
A. In connection with FFA.
Q. Other than in connection with FFA, do you have any understanding of whether Mr. Kossoff has provided restructuring or crisis management services in any case?
A. The only other thing that occurs to me that would be related to that would be the services he is rendering personally on behalf of Mr. Felberbaum, but I'm not familiar with other things that he may have done that involved that skill set.
Q. So other than services he allegedly rendered to either Mr. Felberbaum or FFA, excluding those, are you aware of any case in which Mr. Kossoff provided restructuring or crisis management services to anyone else?
A. No, but I haven't asked him about it. I would suspect he probably has because as

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a real estate lawyer, he very likely has been involved in the real estate projects that involved financial difficulties. I would even imagine as a real estate lawyer he was involved in matters pertaining to the financings of properties, but I had no reason to ask him about that aspect of his activities.
Q. And you didn't think it was important to ask him that in connection with the report you issued here?
A. No, sir.
Q. So flipping back to paragraph 16, which we were looking at a minute ago, which is on 5 and carries over to 6, in addition to managing directors which AlixPartners says it is going to be billing out at a rate of $505 an hour -- is that correct, did I understand that correctly?
A. Yes, sir.
Q. And then directors are billed out at a rate of $415 an hour; am I understanding that correctly?
A. Yes, sir.
Q. And directors generally have how

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much experience, in your opinion?

A. It varies on the individual. These would typically be people that are in their late 20s or 30s. Could be older than that depending upon the individual. Incidentally, note also that these are discounted rates, because when I was looking at these rates they struck me as low compared to other rates that I am aware of for AlixPartners in this time period that was higher -- were higher. So it looks like for this case they actually brought the rates below standard.

Q. If you're aware of other cases how come you used this case?

A. Because this was specific to a Florida bankruptcy within the relevant time period where the fees were submitted for approval to the bankruptcy court. For example, as we speak, I'm involved in another case involving AlixPartners in a time period that precede this where their fees were much higher on an annual basis.

Q. And what is your involvement in that case?

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A. I am working for one of the parties in a problem.

Q. What rate are you charging in that case?

A. This one I also started last year so I'm billing 495 an hour.

Q. And what are you doing in that case, specifically?

A. I'm an expert witness.

Q. If you go down, what are AlixPartners billing of vice presidents for in this case?

MR. ESSNER: At the discounted rate, you mean?

MR. ASCHKENASY: At the rate that appears in paragraph 16.

A. At a discount rate of $345 an hour.

Q. Do you know what their non-discounted rate is?

A. They have not disclosed it here. I know from personal experience it's much higher than what is listed here.

Q. When you say much higher, what do you mean?

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A. Well, for example, in the other case I'm involved with the relevant time period was 2006 to 2007, and the rates being charged were up to -- they were in Euros but up to about a thousand dollars an hour. In fact, a little bit more than a thousand dollars an hour.

Q. Yet this is one of the four cases you actually chose to use in your report here; isn't that correct?

A. That is correct.

Q. What do associates listed rate here?

A. The discounted rate is $290 an hour.

Q. And generally how much experience do associates have?

A. An associate could be somebody who is fresh out of college to fresh out of graduate school.

Q. So these are people with no specific experience -- turnaround experience beforehand?

A. They may not have.

Q. How about analysts?

A. That would generally be somebody who is fresh out of college.

Q. And again, Alix in this case was

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charging 195 an hour for someone who had no prior turnaround experience and was fresh out of college?

A. Well, typically, not only turnaround experience but no business experience. Again, that is at a discounted basis.

Q. If you look at paragraph 18 of this document, also on page 6, do you see where it says, "AlixPartners will maintain records (in 1/10th of an hour increments)." You see that, right?

A. Yes.

Q. Is that fairly typical in the restructuring or turnaround industry?

A. Well, it's not necessarily in restructuring or turnaround industry, but in terms of bankruptcy cases time records have to be detailed to the tenth of an hour.

Q. Do you generally keep detailed time records in cases that you worked as a turnaround expert on?

A. It depends on how I'm getting paid.

Q. If you're getting paid on an hourly basis.

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A. It depends on the project. If it's a non-bankruptcy case I might just be billing a per diem rate. So it's -- I keep my time records according to what is necessary for the particular project.

Q. What do you mean a per diem rate?

A. X thousand dollars per day.

Q. Does your per diem rate generally translate to roughly the 495 an hour figure?

A. Well, depending on whether I or another member of my firm has been doing the work it will be based on what the individual's hourly rate is.

Q. What determines what is necessary for a particular project when you decide how to keep your time?

A. Either what the client has requested. If it's a bankruptcy case, it is because of what is required for purposes of submitting a fee application to the bankruptcy court, or what I think is appropriate based on the case, or it may have no time records at all because I'm billing a fixed fee for a service, in which case I would have no reason to track

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my time.

Q. Putting aside the cases where a fixed fee is involved where you are billing, and focusing rather on cases where you are billing an hourly rate, do you generally keep time records for the work you do?

A. Not necessarily.

Q. So then how do you know how much to bill a client at an hourly rate?

A. Because I have projects where, for example, I'm asked to submit a report, and where I determine what is a fair and reasonable price for that report, and what I will do is break down my billings based on the different work tasks that I've done so the client sees the hours, and, for example, in a report like this I might break it down to meetings, 2.3 hours, looked at the components of the report, I'll have a fee for the research and analysis, I'll have a fee based on writing the text, for preparing the exhibits. Because from the client's standpoint, because I always take a client-centric approach, there is no care what the hourly rate is. You know, if I prepared

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this report and charge 495 an hour and submitted a $75,000 invoice, which, incidentally, many people in my profession would do, even if I can justify, yeah, I really did spend this time, it would be something that wouldn't go down well for some clients. So even where I'm billing on an hourly basis, there are many projects where if I have a pretty good sense as to what's going to be required up front and what I think to be fair for the client where I will detail my hourly charges based on the output that is something the client can more readily appreciate, as opposed to just saying, well, here's my hours from this many days and then submitting it in that fashion.

Q. So let's take this report as an example. Obviously, this is not in the context of a turnaround case, but I presume it would be the same? If we aren't, please tell me if we veer off and it's not. But if you, for example, think it should have taken you 30 hours to prepare that report. And let's use $500 instead of 495 because I'm terrible at

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math. So at $500 times 30 hours, I believe that's $15,000, if my math is right, is your testimony then that you would just bill the client $15,000 for the report and kind of work the hours in backwards? I'm trying to understand what you are saying.

A. I have many cases where I will break -- I wouldn't just submit a bill at $15,000. I would submit a bill that broke down the various work tasks and assigned a time and value to those work tasks. So that is not unusual in my practice.

Q. That would be the same if you were -- regardless of whether you were acting as an expert witness or a turnaround expert?

A. That happens in many of my projects.

Q. So let's say it would have taken you instead of the 30 hours, it turns out you thought it would take you 30 hours, but it actually took you 60 hours. That means you spent $30,000 worth of your time at the $500 rate on it?

A. Yes, sir.

Q. What would you bill your client in

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that instance?

A. There are instances where I would bill them $15,000.

Q. Let's take the flip of that. You thought it would take you 30 but it really only took you ten hours to do. What would you bill your client in that instance?

A. Ten hours.

Q. So that would be $5,000?

A. Yes, sir.

Q. So you need to be recording your time to know exactly how much time you're working on this even if you don't necessarily present it to the client in the same manner; is that correct?

A. Not necessarily, because usually I have a pretty good sense of what I spend irrespective of whether I've recorded it.

Q. So you keep all your time in your head?

A. Well, for example, if I had written this in one day, I know there's not 30 hours in a day and so I would know that during the course of a single day, if the elapsed time was

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twelve hours, and I also ate, took phone calls and did other things, I would know that even if the elapsed time from beginning to end was twelve hours, that the billable time would be less than twelve hours.

Q. Do you look at a clock to determine that or do you estimate that?

A. If you notice I have two watches. I have a very strong understanding of time. So if you are talking about the way I run my practice, which is pretty unique, incidentally. But, first of all, I have no partners. Money except for the cost of overhead goes into my pocket. So I'm not constrained by issues that would constrain, for example, Mr. Kossoff, where he has a firm or he does have partners. In my case, this is almost pure profit. So I'm not as focused on others. And in terms of reputation, my reputation is for one or my bills are extremely reasonable for the services that I render. I am somewhat unique. I'm continuously busy because of that. I have been told that I leave a lot of money on the table. It is not something that concerns me.

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Q. If Mr. Kossoff were to ask you how long it took you to prepare that report, and he said I wanted it detailed, telling me exactly how many hours you worked on it on day one, day two, et cetera, would that be something you would be able to provide to him?

A. Not at this point, no, sir. I was not recording my time every second I was working on it. I was much more focused on getting a quality product done on a timely basis. I believe when I first met him I -- in fact not believe, I know when I first met him that I told him that my belief is that a project like this, for purpose of preparing a report, is probably a 15 to $20,000 work product. Because, incidentally, I worked over a thousand engagements in my career. I've created many reports for a lot of reasons. And in my mind even though the agreement with TASA was based on hourly rates, in my mind I was committed to the idea that 15 to 20,000 is a fair price for this work product, and so I was not concerned about recording my time to the tenth of the hour. Now, had this been a

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bankruptcy court case, I would be recording it up to the tenth of an hour, or had Mr. Essner or Mr. Kossoff said to me you've got to record it by the tenth of an hour, I would have done that. But as far as I was concerned, I was pretty sure I was going to fall within that time frame -- that amount of time, and my view was, well, if it winds up taking $23,000 worth of my time, this is not bothersome to me.

Q. But what about if it would have ended up taking up $13,000 worth of your time; would that have been bothersome to you?

A. No, I would have billed $13,000.

Q. But if you are not keeping accurate time records, how would you know that?

A. Because I pretty much have a pretty good sense as to how much time it takes me to do things.

Q. But sometimes it may take you a little longer, sometimes it may take you a little shorter, correct?

A. It could be.

Q. So in those cases when your sense of how long it takes you was a little bit off,

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what do you do?

A. Well, if it was off, I would have no way of knowing it was off.

Q. That's fine. Just speaking in terms of your general practices since we are on the topic, when you're retained as a turnaround expert, is it your practice to enter into an engagement agreement with the client who is retaining you?

A. A lot of times when I've had many situations, particularly when I'm dealing with people who I've worked with before, where I have done so without an engagement letter.

Q. Can you put a percentage on how often those circumstances are?

A. Not so much nowadays. But I've had my practice since 1988. In the early stages I was in many instances more informal about it. Just as a matter of practice, I've gotten to more commonly use engagement letters. But even to this day, I have some projects where I just do it on a handshake basis.

Q. And these are projects where you were retained as a turnaround expert?

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A. Well, in a lot of cases they are turnaround services, although I'm not necessarily working day in, day out, working at the firm or with the firm in financial restructuring issues.

Q. Generally -- not specific to your practice but generally in the turnaround and restructuring industry is it the general practice that firms or restructuring experts or turnaround professionals use engagement letters and have their clients sign engagement letters prior to being retained?

A. Large firms generally do at some point, not necessarily prior to. For example, the matter I told you involving AlixPartners, on this particular project they actually had the sign an engagement letter a couple of months after they began the project. With large firms, it's more common for them to at least at some point get a signed engagement letters. For smaller firms or individuals, in a lot of cases they just proceed in the basis of a gentlemen's agreement, although nowadays there are more women involved in the field than

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there were in times passed.

Q. So it's not uncommon for people to proceed with restructuring projects or turnaround projects on a basis of an oral agreement?

A. Correct. Particularly with small firms or individuals. And particularly if there is a personal relationship involved.

Q. Speaking about oral agreements and personal relationships, the 22 percent figure which you use in portions of your report, is that a calculation you normally would be applying or is it because that is what Mr. Kossoff told you the agreement was here?

A. That was specific to what I understood the agreement here was.

Q. So it's not like there is something 22 percent, some magic about that in the turnaround world generally?

A. No, sir.

Q. So absent what you understood the oral agreement to be then, the 22 percent figure is not something you would be using here?

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A. Correct.

MR. ESSNER: Not necessarily something.

A. Actually, there is another thing that would bring to mind. In the turnaround field there are some firms that charge largely on the basis of profit improvement. For example, one of the firms that was prominent in this field for many years, a company called Proudfoot, it would not be unusual on a case like this for them to charge a base fee and then an increment based on some percentage of improved profits. That percentage could be plus or minus 25 percent for some period of time. And so in a situation -- and that's the way firms like Proudfoot made a lot of money, because if indeed the company is successfully turned around, the incremental earnings of the company can be a very substantial amount going to the consulting firm.

Q. But that's not why you are using the 22 percent here?

A. No, sir, but here it was specific to this case. Incidentally, one other thing to

Quintero

elaborate because you told me if something else occurs to me.

Q. Please.

A. One of the largest projects I ever worked on, it was in the successful turnaround of a client of ours that the majority shareholder was an individual for whom I had previously worked. That project had extended over about a three-year period. My fees were well into seven figures. I never had any engagement letter on that project. And in fact the reason I was brought in was I had also gotten involved in the due diligence prior to that company being acquired, and on that due diligence project also there was no engagement letter.

Q. You mentioned your fees on that project were into the seven figures?

A. Yes.

Q. How often are your fees in the seven figures?

MR. ESSNER: Note my objection. You can answer.

A. It is not common.

Quintero

Q. Can you roughly approximate how many times you've earned a seven-figure fee?

A. In terms of personally my practice, that is the one that occurs to me. I've had many that are well into six figures, but because that one extended over a period of time it got into seven figures.

Q. And that is the one engagement in your 41 years of experience that got into seven figures, correct?

A. Well, when I worked at larger firms we had seven-figure engagements. But since I started my practice in 1988, that is the only that one I recall that was a seven-figure project. But remember, a lot of what I do is projects where recurring work from similar referral sources could over time amount to seven figures, but not just to the one project.

Q. Fair enough. Just to make sure we are clear, the reason you're using the 22 percent figure here is because what Mr. Kossoff told you the agreement was?

A. Yes, sir, that's correct.

Q. Absent what Mr. Kossoff told you,

Quintero

you wouldn't be using the 22 percent figure in this case?

A. That is correct.

MR. ESSNER: There is a couple of other ways you can ask it if you're not satisfied.

MR. ASCHKENASY: There is no pending question so I think we are okay.

A. Actually, you suggested that if something else occurs to me, make my answer more complete.

Q. Please.

A. If you asked me in the standpoint of fairness, come up with a number that is fair, I would say that similar to the Proudfoot example, that some percentage plus or minus 25 percent of improved profits would be another way of creating a fee that's based on result rather than based on a Lodestar approach. And so using another approach that is used in the profession, that would be a way by which I could come up with a number that would resemble 22 percent, although it would not be exactly 22 percent. For example, if I said 20 to

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25 percent, and said that the midpoint is 22 and a half percent, that would be another way where I would produce a similar result, because again in response to your question, had I not been told by Mr. Kossoff, you wouldn't have come up with 22 percent, well, if I was asked just to come up with an equitable way for awarding a fee, that would be an equitable way that is consistent with things that are done in the turnaround profession.

Q. But that is not what you were asked to do here?

A. Correct. I had very specific reasons that I previously testified about for using 22 percent.

Q. And the Proudfoot example, nothing along those lines is contained in your report, correct?

A. That is correct.

Q. If you were to use I guess we will call it the Proudfoot reasoning, I think we will understand what that means, you would do that from the time Mr. Kossoff started at FFA until it gets as close to trial as possible?

Quintero
A. Well, there would have to be a cutoff time that was determined. So I would have to be told what should be the inception, what should be a determination point. So based on that, I would determine what would be deemed to be -- the deemed profits, and I would apply a percentage such as a range I just described to those profits, and given that the company was unprofitable prior to Mr. Kossoff being involved, basically it would come to, say, 20 or 25 percent of the profits of the company.
Q. Describing -- deciding, rather, what the cutoff point is, that is not within the ambit of your professional experience?
A. Well, I would rely -- I would provide information to the court and leave it to the court to determine what would be an appropriate cutoff point.
Q. Again, this is all more theoretical because this has nothing to do with the actual report you issued in this case?
A. That is correct.
MR. ESSNER: Off the record.
(Time noted: 2:11 p.m. to

Quintero
2:22 p.m.)
Q. If you look at Exhibit 27 to your report for a minute. So the four cases at the bottom, it's your testimony they are all cases that involve Florida corporations, correct?
A. They were all cases that were in the Florida bankruptcy court, because a company doesn't have to necessarily be legally registered in a state to go bankrupt in that state, but that wound up being the venue for the bankruptcy cases.
Q. That is actually what I wanted to raise, because I found three of them, but I believe NII Holdings, Inc. actually was a bankruptcy in the Southern District of New York. Does that sound possible?
A. It is possible, because I was specifically focused on what in my search came up as Florida. 'Cause I see with NII Holdings, they are indicated as being in Coral Gables, Florida.
Q. Right, and there is no bankruptcy court division in Coral Gables, as far as you know, correct?

Quintero
A. I have no idea if there is or there isn't.
Q. As opposed to West Palm Beach and Jacksonville where there aren't. In fact if you note, the West Palm Beach Division and the Jacksonville Division, which appear in footnotes A, C and D, it doesn't say Coral Gables Division, for example, in footnote B, correct?
A. Correct.
Q. Does that change anything if you were told that the NII Holdings case was actually a case in the Southern District of New York?
A. No, sir.
Q. Is that because the fees charged in the Southern District of New York should be substantially or pretty much the same as fees charged in the Southern District of Florida?
A. No. It's because it's a Florida company. And again, I'm calculating average from these amounts.
Q. But again, calculating an average, if one of the numbers is off, would skew the

Quintero
entire set, correct?
A. Well, mathematically I have an arithmetic mean. If this arithmetic mean was a number that deviated from what my experience and judgment indicate was reasonable, I would not necessarily be satisfied with it. So I was satisfied that a number a little bit south of $700 an hour or in the vicinity of $700 an hour was a reasonable amount, but rather than just arbitrarily indicating $700 an hour, I did my analysis based on data that came up, and this data came up -- that came up wound up producing a number that did not surprise me.
Q. Do you have an understanding of whether restructuring or turnaround experts in the Southern District of New York or New York State, for example, would charge difference rates than those charged by Florida restructuring or turnaround experts?
A. Not necessarily.
Q. Is it your understanding that it's the same amount that they charge whether they are doing their work for a Florida corporation or in New York?

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A. It depends. It could be, it could not be. Different firms may have different views as to how they want to charge for their services.

Q. Well, what would it depend on?

A. What they decide they want to do in a particular case. For example, we saw in the AlixPartners case they chose to discount their fees.

Q. But I'm asking a distinction between Florida and New York. What would that distinction depend on?

A. It is not necessarily a function of Florida and New York. It can be a function of the case, it can be a function of the -- what they negotiate with whoever their client is. Whether it's debtor, creditors. So there are a number of factors that can come into play as to what they choose to charge, but it's not necessarily whether it's Florida versus New York. However, in terms of doing my screen, as I previously testified, I screened for cases that came up in my search as being Florida bankruptcy cases.

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Q. In your understanding and in your years of experience, do New York restructuring or turnaround experts generally charge less than those in Florida?

A. Well, as we see in this case, none of these firms would be deemed to be Florida firms or New York firms. These are firms that practice nationwide and to some extent outside the United States.

Q. So their rates would pretty much be the same regardless of where the actual company is located?

A. They may or they may not. It really depends upon the case.

Q. Are there any factors you can identify that would help in determining that?

A. I'm sorry, determining what?

Q. Whether they would be charging -- what rate they would be charging based on what location they are providing the services in.

A. The rate that they would charge could be a function of a variety of things, ranging from how are they going to staff the project, what are they specifically being asked

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to do, whether the competitive forces that could impact what they believe the client is willing and able to pay. It could be a function of whether or not they are able to charge a bonus above and beyond their base fee. So there are a number of factors that can come into play in determining what rates are. Another factor is, in terms of staffing, to what extent are they able to get leverage from junior people. So, for example, if a partner is only -- or in this case a managing director, senior managing director is only putting in ten percent of the total hours in a project, and they have a lot of junior staff working on the case where they are making substantial profits off the junior staff, then the managing director or senior managing director's hourly rate really isn't that important to the firm, and if they had to they could even discount that rate because they are making their money based on the junior staff. So it is not dissimilar to what is done in the legal profession.

Q. Have you ever heard of the firm of

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Crowe & Horwath?

A. Yes, sir. It's a CPA firm.

Q. Do you have an understanding if they have a turnaround or restructuring practice as well?

A. Well, they have people that work in bankruptcy cases. Now, most of what I believe that they do is more the accounting side as opposed to truly turning around companies, but then again they may have some people that do that as well.

Q. In your years of experience, have you formed an opinion about Crowe & Horwath as a company?

A. It's a midsize CPA firm.

MR. ESSNER: How are you spelling that second name?

MR. ASCHKENASY: It would be H-O-R-W-A-T-H.

MR. ESSNER: Thank you.

(Whereupon Quintero Exhibit 4 was marked for identification.)

Q. Mr. Quintero, I'm handing you what we have marked for identification purposes as

Quintero
Quintero Exhibit 4, and I will specifically direct your attention to page 20, paragraph 7 of this document, but feel free to peruse whatever you feel necessary.
MR. ASCHKENASY: And, Mr. Essner, I will of course provide with you a copy as well.
A. (Witness reviewing document).
MR. ESSNER: Thank you. Should we turn to page 20?
MR. ASCHKENASY: When Mr. Quintero is ready. It looks like he is looking at a lot of document. Honestly, I will probably have very few questions about most of these pages, although I will have questions about page 20. And in fact, we actually can start on page 16 whenever you're ready because that's where I'll first direct our attention.
A. All right.
Q. That is the first page of the affidavit of Bernard W. Costich, C-O-S-T-I-C-H.
A. All right.
Q. Have you ever heard of Mr. Costich

Quintero
before, by any chance?
A. I don't recall having heard of him or met him before, although I may have.
Q. Do you see in paragraph 1 of this affidavit it says, "Crowe is the eighth largest accounting firm in the United States?"
A. Yes, sir.
Q. If you flip to the -- still in paragraph 1 but now on page 17 at the top, it says, "Crowe is also well-versed in all phases of the bankruptcy and insolvency process and is frequently retained by debtors, creditors, and trustees to provide accounting, tax, forensic, IT and restructuring services." Do you see that?
A. Yes, sir.
Q. Do you have any reason to doubt the veracity of that statement?
A. No, sir.
Q. The next sentence reads, "Crowe is both well able and qualified to perform the accounting and financial advisory services required in this case." Do you see that?
A. Yes, sir.

Quintero
Q. Again, do you have any reason to doubt the veracity of that statement?
A. I have no reason to.
Q. If you skip down to paragraph 4 which is also on page 17, but the list continues for a full page and then some on to ultimately page 19. Do you see that is the list of professional services that Crowe suggests that it may provide to the debtor in this case?
A. Yes, sir.
Q. Does that look like a list of -- withdrawn.
Do you see there is subparagraphs A through Q on that list in paragraph 4?
A. Yes, sir.
Q. Does that look like a list of things and activities that turnaround or restructuring experts generally do on behalf of a debtor?
A. This looks like a list of services that would be rendered by accountants where a large portion of it can be rendered by junior staff.
Q. Let's look at L, for example, so

Quintero
paragraph L. Do you see where it says, "Provide IT services as may be requested by the Debtor's management"?
A. Yes.
Q. Is that something that accountants generally do? Do accountants provide IT services?
A. Accounting firms do, yes.
Q. That's something that is normally provided in the context of a turnaround or a restructuring?
A. Not necessarily, no, sir.
Q. But it might be?
A. It could be.
Q. How about "Attend meetings, conference calls with management, the Debtor's attorneys and other parties," that is subparagraph P. Is that something that turnaround experts or restructuring experts often do on behalf of the debtor?
A. Yes, sir.
Q. How about B, "Assist the Debtor's management and the payment of its expenses"?
A. That is possible.

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Q. If I can ask you now to flip to paragraph 7 which is on page 20. Do you see where it says, "The current standard hourly rates that Crowe charges for its professionals are as follows"?

A. Yes, sir.

Q. And these are rates reflected as of April 1, 2015, pursuant to footnote 2. Do you see that?

A. Yes, sir.

Q. So Crowe bills its partners or directors out on an hourly rate of 400 to $600 an hour. Do you see that?

A. Yes, sir. But generally in projects like this the bulk of the work and the profit comes from the work that are done by people that are below the partner level.

Q. People who don't have as much experience as turnaround experts?

A. That is correct. In fact, this whole project from looking at it appears to be an accounting oriented project.

Q. What do you mean by an accounting oriented project?

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Quintero

A. Where the requisite skills are those of an accountant. And the reason the accounting firms like these types of projects if they can get them is because of the fact that the bulk of the hours are rendered by junior staff. So it allows the partners to be able to get substantial leverage and profit by virtue of the work that is being done by managers and below. So the bulk of the hours, and it's difficult to see the exhibit because it's very small, but I would believe that the bulk of the hours are being done by people ranging from paraprofessionals to managers or senior managers which in a firm like Crowe are generally people who are in their 20s, where their background is largely going to be accounting.

Q. But the rates cited in paragraph 10, those seem reasonable to you?

A. For a firm the size of Crowe Horwath, yes.

Q. In fact, in this particular case, if you look at paragraph 11 of this document, do you see where it says, "Crowe has extensive

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familiarity with the Debtor's business operations, operating systems and processes"?

A. Yes.

Q. And it looks like the debtor had retained Crowe sometime prior to the bankruptcy. Do you see that?

A. Yes, sir. At least a few months prior. In fact, very specifically it looks like about three to four months prior to the bankruptcy.

Q. Okay. Thank you. I think we will probably be done with this document.

Have you ever heard of Burton Packaging?

A. Burton Packaging?

Q. Yes.

A. No, sir.

Q. Have you ever heard of Tenant Tracers?

A. No, sir.

Q. Are you aware that Mr. Kossoff, in addition to being an attorney at Kossoff, PLLC, is involved in other businesses besides the law firm?

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Quintero

A. I am not familiar with those other businesses.

Q. So he never told you how much time he spent with any other -- per week with any of his other businesses, did he, if you're not familiar with them?

A. No, sir.

Q. So you didn't take into consideration Mr. Kossoff's involvement with either Burton Packaging or Tenant Tracers when considering whether the hours that Mr. Kossoff claims to have devoted to FFA was reasonable?

MR. ESSNER: Objection.

A. I had no knowledge of these other activities.

Q. I think you mentioned that Mr. Kossoff had told you he was Mr. Felberbaum's AA sponsor?

A. I believe it was AA. It may have been another organization but a similar type of organization.

Q. And AA is a reference to Alcoholics' Anonymous; is that correct?

A. Yes, sir.

Quintero

Q. Did you take that into consideration when reaching your conclusions about the rates that you used in your Lodestar analysis?

A. No, sir, I did not.

Q. Are you aware -- strike that.

Do you have any knowledge of AA's rules relating to sponsorship?

A. No, sir, I don't.

Q. Did you take into any consideration in this report whether AA sponsors can charge for the work they perform or that they do for sponsors?

A. No, sir, I did not.

Q. Now, you're aware that Mr. Kossoff and Mr. Felberbaum were close friends for over 20 years until their falling out in 2013?

A. That was my understanding.

Q. Did you take that into consideration when reaching your conclusions in your report?

A. Not directly.

Q. How about indirectly?

A. Well, indirectly, as I previously testified, that would be a reason why they were willing to do things on a more informal basis.

Quintero

and as I previously testified, that would be a reason why Mr. Kossoff could be more effective in having the trust and confidence of Mr. Felberbaum to do the things that needed to be done in connection with the services rendered by Mr. Kossoff.

Q. Would it impact your opinion with respect to the value of the services performed?

A. No, sir.

Q. How about if Mr. Kossoff had told Mr. Felberbaum that he was not charging him for the work he was doing; would that impact your opinion?

A. No, sir.

Q. Why not?

A. Because my -- the scope of my activities was to determine a fair basis for quantifying unjust enrichment of Mr. Felberbaum and FFA as a consequence of the services rendered by Mr. Kossoff.

Q. What do you mean by a fair basis for quantifying unjust enrichment?

A. Well, with the three analyses that I did, those are all based or designed to be able

Quintero

to determine what is a fair value for the unjust enrichment, and so that was what I was seeking to quantify. It is not within the scope of my activities to determine whether or not it was or was not appropriate to charge for these services.

Q. Is it your understanding that one of the components of the fair value based on an unjust enrichment measurement is the expectation of the parties?

A. That would be a judicial decision as to how to deal with that issue.

MR. ASCHKENASY: This will be 5.

(Whereupon Quintero Exhibit 5 was marked for identification.)

Q. Mr. Quintero, the court reporter has placed before you what we have marked as Quintero Deposition Exhibit 5 for identification purposes. I will also note that this has previously been marked as Kossoff Exhibit 12 and was shown to Mr. Kossoff a at his deposition. And again, Mr. Quintero, take as much time as you need to be focusing on this. I will be focusing on page 2 of this

Quintero

document. Let me know when you are ready for me to pose my question.

A. (Witness reviewing document). Is what you want to talk about you said is on the top of page 2?

Q. The middle, actually. It's going to be the December 8, 2012 e-mail that Mitch Kossoff sent to Rick Felberbaum at 2:56 p.m.

A. Okay, yes. I just read that.

Q. My first question, actually, is have you ever seen this e-mail before?

A. I may have but I don't have a specific recollection of it.

Q. Do you have a general recollection of seeing this?

A. I do not.

Q. Do you know in what context you would have seen it?

A. If it was included in bulk information that I got that I might have looked at but not been concerned about because it didn't directly relate to what I was doing, I could have perused it. I just don't have a recollection of it.

Quintero

Q. What bulk information did you get?

A. It would have been information that contained the items that I have listed in Exhibit 1, because on Exhibit 1 I indicated the information that I relied upon. It is not uncommon in cases for me to receive information that is not germane to what I am tasked with doing or I may look at some information but not reflected on an exhibit of documents, comprised of documents I relied upon because I saw it but did not rely upon it.

Q. For those documents that you saw but did not rely upon, do you know if those were produced in this action?

A. I don't recall, and I'm speaking generally that it is not unusual for me to receive many documents and only rely upon a subset of those documents, those being the ones that are relevant to the work that I done. That's why I say I may have seen it. I don't have a specific recollection of it.

MR. ASCHKENASY: I'll address this to Mr. Essner. Have you provided us with all the documents that Mr. Quintero was

Quintero

provided with regardless of whether he relied upon it in his report and reported it on Exhibit 1 to his report?

MR. ESSNER: I'm not here as a witness. All I can say is we've complied with every court order in good faith to the best of our ability. If there are additional documents which need to be provided, they will be.

MR. ASCHKENASY: I will remind you that our document requests calls for all documents provided to Mr. Quintero, period, end of sentence. So I would ask that those all be produced and to the extent they have not yet, that they be produced immediately.

Q. Turning to the substance of this 2:56 e-mail, Mr. Quintero, do you see it starts, "I am so sorry," and this is Mr. Kossoff speaking, "I did not mean to say at all that what I have given to you out of love had a price tag to it because it did not." Do you see that?

A. Yes, sir.

Quintero

Q. Do you have any understanding of what Mr. Kossoff meant what he wrote that?

A. I don't know.

Q. Did you ever talk to Mr. Kossoff about that sentence in the e-mail?

A. Well, as I previously testified, I don't know that I have ever seen this e-mail, but even if I saw it, it wouldn't directly relate to the work that I'm doing so I would not have regarded this to be significant for purposes of my task.

Q. So had you known about it, and if you saw that, had you seen it if you haven't, that wouldn't change the opinion -- your opinion about the conclusions that you reach in your report?

A. No, sir. Because as I previously testified, it's a judicial decision as to the extent to which Mr. Kossoff was or was not entitled to fees. My task was not to make that determination but rather to quantify the basis for the unjust enrichment of Mr. Felberbaum and FFA, and it's up to the judge to decide the extent to which he is going to make an award

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based on factors perhaps such as this and other things that the judge may consider that are outside the scope of what I have been asked to do.

Q. So from your perspective, from what you have been asked to do, it's entirely irrelevant then what the parties expected or said to each other?

MR. ESSNER: Objection.

A. My task is to quantify the unjust enrichment as opposed to the judicial determination as to what award needs to be made based on unjust enrichment.

Q. As part of your task of quantifying the unjust enrichment, is it at all relevant what the parties were saying to each other?

A. No, sir, because they -- it is possible -- I am sure what they were saying to each other includes both things, as you just indicated, they said to each other that are not necessarily memorialized by documents as well as potentially by -- based on texts, e-mails and other written communications of which this is only one. And so it is not my role to make

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a determination as to what expectations were or to understand all the other factors that were going on between these two individuals. My role was to do what I have documented in my report, to quantify the unjust enrichment.

MR. ASCHKENASY: If we can mark this. I believe we are up to 6.

(Whereupon Quintero Exhibit 6 was marked for identification.)

Q. Mr. Quintero, did you review any time records with respect to the report you issued?

A. Yes, sir, I did.

Q. What time records were those?

A. Mr. Kossoff produced to me some time records pertaining to both his time as well as time of other members of the firm that he had reflected in connection with this matter. The problem was they were very incomplete time records because the basis of his agreement with Mr. Felberbaum was not based on charging by the hour, and so just like I said in my own practice, I only retain and create time records if it's necessary, he was adhering to the same

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practice. So he did not have complete time records with respect to the amount of time that he committed to this project.

Q. Do you have an understanding then of why he was recording his time at all?

A. He said to me that from his prior practice in providing legal services, he was used to filling out time sheets, that -- he kind of laughed, he said that his office manager would sometimes get down on him if he didn't put a time down, so sometimes he would put time. But for the most part he did not because it was not meaningful for the services he was rendering on behalf of FFA and Mr. Felberbaum.

Q. So then how were the time slips helpful for you in creating your report?

A. They were not. I asked for them, he produced them. I looked at them, and I saw there were huge gaps in them. He explained to me why there were huge gaps and why they were very incomplete. And so it was something, as is commonly the case in the projects, where I will ask for information, look at it, and if

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it's not useful, I won't use it, but I still noted it in my report because of the fact I did see it.

Q. But I thought a minute ago you testified there were these bulk documents or other documents you received that you didn't use and therefore you didn't list at all. For example, the e-mail we just looked at a moment ago. Is that correct?

A. Remember, I didn't say I saw it. I said I could have seen it. I don't know that I did. I don't have a memory of it. But in this particular case I wanted to note it because of the fact that it would have been relevant if it was fully filled out, but I wanted to indicate that I did look at it, I just didn't find useful information.

Q. Did you find any of the information useful for the days that Mr. Kossoff did fill out time slips on this matter for?

A. No, sir, because the data was incomplete, so it was inconclusive.

Q. Well, is it your understanding that the data was incomplete even on a day-by-day

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level?

A. Yes, sir.

Q. So it's your understanding, for example, that a time slip for day one can reflect five hours of time but in reality Mr. Kossoff worked for ten hours of time on an FFA issue?

A. Yes, sir, that's the case as I understand it.

Q. How do you have that understanding?

A. Because I asked Mr. Kossoff about it.

Q. Did you ask him why, once he was going to the trouble of filling out a time sheet, he would only fill out for a part of the day?

A. No, sir, because I saw that I could not rely upon the time slips as being indicative of a full record for purposes of doing my analysis. So I wound up having to disregard it to do that aspect of my work.

Q. But the only basis for that conclusion is Mr. Kossoff's representation to you; is that correct?

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MR. ESSNER: Objection. You can answer.

A. No, sir, because I saw there were huge gaps, so I realized this was not a meaningful basis to do any kind of analysis.

Q. But, for example, if someone runs a law firm, they presumably have other clients as well, correct?

A. Yes, sir.

Q. Are you aware if Mr. Kossoff had any other clients during the 2010 to 2015 time period?

A. My understanding is he did but it was not relevant to the work that I was doing so I didn't ask him about those other clients.

Q. Well, for example, let's say Mr. Kossoff does what kind of work? Strike that.

Are you aware of what kind of law Mr. Kossoff practices?

A. Real estate law.

Q. Does he do any litigation?

A. I believe he has done litigation but I did not focus on that aspect of his practice.

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Q. So, for example, in real estate law attorneys often will be working on closings; is that correct in your experience?

A. That can be one aspect of the practice.

Q. Sometimes closings can be rather time consuming; is that correct?

A. They can be.

Q. For example, sometimes attorneys can spend multiple days on one closing; is that correct?

A. It could happen.

Q. So would that be an explanation for why there is a gap in time records of a real estate attorney?

MR. ESSNER: Objection. That is a completely speculative and unfair question. I'm going to ask you to rephrase it.

Q. You can answer the question unless there is an instruction not to answer.

MR. ESSNER: Instruction not to answer as phrased.

MR. ASCHKENASY: What is the basis

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for your instruction?

MR. ESSNER: The question is incomprehensible, unfair, beyond the scope of what is fair in a deposition of an expert. And you're asking him to wildly speculate about matters which are not germane to the case or his report.

Q. Mr. Quintero, do you understand the question?

A. No, sir. I was going to ask you to rephrase it.

Q. In your opinion, what did you attribute the gaps in the time sheets that you did review to?

MR. ESSNER: Well, objection. Again, how can he be asked to clarify or attribute anything to a gap? He is not the keeper of the sheet. He already said he did not rely on them in preparing his report. You're again asking him to speculate wildly. I mean it could be Mitch was in France shopping for baguettes. I mean it's just not a fair question.

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MR. ASCHKENASY: Are you instructing the witness not to answer?

MR. ESSNER: As phrased, yes, I am.

MR. ASCHKENASY: What is the basis for that instruction?

MR. ESSNER: Again, it's calling for wild speculation and is well beyond the scope of this expert's report and what is proper at this deposition.

Q. Mr. Quintero, as you know, Mr. Essner is not your attorney. Are you going to be willing to respond to the question as I just posed it?

A. I previously testified that Mr. Kossoff informed me that he was not billing by the hour on this project, and so he was not on a contemporaneous or any other basis recording all of his time. And when I perused what time sheets he had given me, I saw it was very incomplete, so there was nothing I could do with that as a source of information to use for purpose of the analysis. So at that point it was not going to be meaningful for me.

Q. You just testified that you saw the

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time sheets were incomplete, correct?

A. Yes, sir.

Q. How did you know they were incomplete?

A. First of all, because there were gaps that were -- that I saw, and secondly he told me he wasn't recording his time on a current basis. So at that point they were of no further use to me other than I looked at it and I saw I could not rely upon it.

Q. You said you saw there were gaps in the time sheets?

A. That is correct.

Q. Can you identify what gaps in the time sheets to which you are referring?

A. It is has been more than a year or about a year since I looked at them, but my recollection was I saw there were huge date gaps, and that even on the days where he did have entries he told me that they were not necessarily indicative of all the time he spent on those days. So I could not use that as a reliable source of information.

Q. With Exhibit 6 currently in front of

Quintero

you, or it's actually not in front of you -- I'm about to put in front of you Exhibit 6.

MR. ESSNER: It's in front of none of us.

Q. Exactly. So here is Exhibit 6. Mr. Quintero, which we marked as Exhibit 6 for identification purposes only.

MR. ASCHKENASY: I did not print out another copy for you, Mr. Essner, just because I wanted to save some trees and that's a big document. I know you've seen it before.

Q. Can you tell me what this is, what Exhibit 6 is?

A. It's entitled "Kossoff, PLLC Detailed List of Slips by Case," covering the period January 1st, 2011 to March 18th, 2013.

Q. Are these the time slip records which are referenced in Exhibit 1 of your report?

A. They may be. At this point I don't have a detailed recollection of the time slips record.

Q. Is there a reason you think they are

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not the time slip records that are referenced in Exhibit 1 of your report?

A. I have no reason to believe that they are not.

MR. ESSNER: Off the record.

(Off the record. Time noted: 3:05 p.m. to 3:16 p.m.)

Q. Mr. Quintero, do you recall previously testifying that there were gaps in the time sheets?

A. Yes, sir.

Q. Can you identify any gaps in the time sheets that we placed in front of you as Exhibit 6?

A. The gaps that I was referring to is there were gaps -- first of all, there were days where there was very little time entered on FFA that Mr. Kossoff indicated he didn't reflect all of his time on Felberbaum/FFA, but also there were gaps in terms of many days where there were no entires in connection with FFA, and it wasn't because he didn't do work, it was just that he didn't bother to make any entries. So that is why after I had perused

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the documentation that was provided I determined that it was not going to be useful for my purposes of being able to precisely quantify the time that Mr. Kossoff devoted to this client, and so for that reason I could not use it as part of my analysis.

Q. How do you know it wasn't that he -- that Mr. Kossoff didn't do any work on any specific day but rather that it was just that he didn't bother to make any entries for that day?

A. That's what he said to me.

Q. Do you have any other basis for that knowledge?

A. No, sir. He was the only person that would have personal knowledge as to what he did or didn't do on any particular day, week or month.

Q. Did you think it at all relevant that the time so sheets didn't necessarily comport with what he was telling you?

A. No, sir.

Q. Why not?

A. Actually, when I say they did not

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comport, they were consistent with his having told me that he didn't record his time, and when I looked at the time sheets and I could see that there were large gaps in terms of time periods in which he did not record any time and when there were days where he might have only reflected say an hour to this client, when in fact he spent more than that. I regard it to be reasonable based on my experience that if you're not charging by the hour, that you don't provide any entries in your time slip system. Both I and many other professionals that I know adhere to the same practice, where if it's not going to be useful for purposes of billing, then it's not something necessarily you are going to spend time doing.

Q. How do you know that there were days where Mr. Kossoff might have only reflected an hour on the billing sheets but in fact spent more than that in the amount of work he did on behalf of FFA or Mr. Felberbaum?

A. It's based on his representations to me.

Q. Anything else?

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A. No, sir.

Q. Let's take a look at some of the specific entries, starting with the first one which is dated January 7, 2011. Do you see that?

A. Yes, sir.

Q. Do you see under the User Activity Client Reference column, where it says, "Mitch"?

A. Yes, sir.

Q. Do you have a reference of -- do you have an understanding of who that refers to?

A. I would believe that it's Mitch Kossoff.

Q. So this time sheet reflects then that on January 7, 2011, Mr. Kossoff recorded that he worked for an hour and 48 minutes on the Felberbaum or FFA matter; is that correct?

A. I'm not sure. Let's see. Yes, sir.

Q. Do you know if Mr. Felberbaum -- Mr. Kossoff worked any additional time on January 7 on these matters, the Felberbaum or FFA matter?

A. I do not know.

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Q. So he might have or he might not have; is that correct?

A. That is correct.

Q. How about the comment where it says, "Finalization of Versal," V-E-R-S-A-L "and Baer," B-A-E-R "agreements." Do you see that?

A. I do.

Q. Do you have an understanding of what that means?

A. No, sir, other than what it reads as.

Q. What do you take it to read as?

MR. ESSNER: Objection. You can answer.

A. It appears to be completing an agreement pertaining to Versal & Baer, but I don't know what that agreement is.

Q. Do you know if that is work Mr. Kossoff was performing as a turnaround or restructuring expert?

A. It was work that he was performing in connection with services for Felberbaum/FFA and if I were to apply a general label to those services I would refer to them as the general

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turnaround restructuring workout services as opposed to he wasn't practicing as a lawyer, he wasn't practicing as an accountant.

Q. Do you recall just testifying that you didn't know what the Versal & Baer agreements referred to?

A. Yes, sir.

Q. How did you know what Mr. Kossoff was or wasn't practicing as in reference to this entry?

A. My understanding is he wasn't working as a lawyer. And so if he wasn't working as a lawyer then this would appear to be part of the general range of services that he was performing that were business services or turnaround workout, restructuring services on behalf of Felberbaum/FFA.

Q. What is your understanding based on?

A. My understanding of what he was doing on behalf of Felberbaum/FFA.

Q. And what is that based on?

A. Based on both what Mr. Kossoff told me, based on the document that I referred to in footnote 10 of my report, and based on my

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general understanding of this case.
Q. But do you have any understanding of what the Versal & Baer agreements are?
A. I do not.
Q. So do you know sitting here today if they refer to restructuring work or turnaround work that Mr. Kossoff was performing?
A. As I previously testified, my understanding is he wasn't working as a lawyer for Felberbaum/FFA, so this would fall within the general category of turnaround, workout, restructuring business advisory, consulting services that he was performing on behalf of Felberbaum/FFA.
Q. Why would this fall into that general category?
A. Because as I previously testified, it's my understanding he was not working as a lawyer in connection with the services. He may have relied upon his legal background to be able to advise this client of his, and so that's why I put them into this broader category.
Q. Is it your testimony that if he

Quintero

wasn't working as a lawyer then by definition he must have been working as a turnaround specialist?
A. Well, I am not aware -- and again, we are using turnarounds for purposes of coming up with a fair basis for a billing rate on a Lodestar basis. And if we look at what are general categories that you can get objective information for billing rates that would be relevant, it could be legal services, but he wasn't working as a lawyer, it could be accounting services, but he wasn't working as an accountants. The types of engagements for which there are publicly available published rates for services are for services that are provided by turnaround firms, and that was the basis for what I reflected in my Exhibit 27.
Q. Now, when you see "Finalization of Versal & Baer agreements," do you have an understanding of what Mr. Kossoff finalized?
A. No.
MR. ESSNER: Objection. He's already asked and answered that question.
Q. Let's look at the next entry which

Quintero

is on -- which is for January 9, 2011. Do you see that?
A. Yes, sir.
Q. And on January 9th Mr. Kossoff recorded that he spent 2 hours and 12 minutes on Felberbaum/FFA matters; is that correct?
A. Yes, sir.
Q. And again the -- withdrawn.
And for that date the description reads, "Finalization of Baer agreement and other issues." Do you see that?
A. I'm not sure with the way this is structured. I believe that that pertains to what is recorded for February 14th. It is actually, from what I can gather from looking at this, the finalization of Versal & Baer agreements pertains to January 9, 2011.
Q. I would just note, and again, your opinion is your opinion. I would note, though, if you look at the first entry, which appears to be that 1/7 time entry, the description for that appears below it and that appears consistent throughout this document; does it not?

Quintero

A. Actually, now as I look at it, you are right. It's below, not above. The spacing is unusual, but as I look to the bottom of the page, it appears I put them below but not on top.
Q. So then again, on January 9, 2011, Mr. Kossoff devoted or reported on his time sheets to have devoted 2 hours and 12 minutes to the finalization of Baer agreement and other issues; is that correct?
A. Yes, sir.
Q. Do you know what other issues Mrs. Kossoff is referring to in this entry?
A. I do not.
Q. Were they restructuring or turnaround issues?
A. Again, for purposes of coming up with a general category to develop an independent basis for coming up with a billing rate, I just identified three major categories of professional services for which there are publicly available published rates. There are legal services, he is not working as a lawyer on behalf of FFA/Felberbaum. There is

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accounting firms, but he was not working as an accountant. So without trying to be so narrow as to say this is just turnaround, it falls within the general category of services that are rendered by turnaround firms.

Q. But if you don't know what this refers to, how do you know that that falls within the general services of categories rendered by turnaround firms?

MR. ESSNER: Let me object at this point, and here is my objection. Mr. Quintero has already unequivocally stated that he did not rely in any way, shape or form on Defendant's Exhibit 6, which purports to be a collection of time records, in formulating and preparing his report of economic loss on behalf of Mr. Kossoff. To question him at length about what the entries mean with respect to a document he had no hand in preparing, and was never explained to him, and was not relied on, which he has detailed a number of times, I think we are going in a direction which is certainly not relevant

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and borderline impermissible. I'm certainly going to afford you some leeway here, but really I think, you know, we are getting -- we are butting up against what is improper inquiry.

Q. You can answer the question.

A. Would you repeat the question.

Q. Sure.

MR. ASCHKENASY: Can you read it back, please.

(Whereupon the record was read back by the reporter.)

A. I have no specific knowledge as to what the finalization of Baer agreement and other issues is.

Q. If you look at the next time entry, it's for February 14, 2011; is that correct?

A. Yes.

Q. And on that date Mr. Kossoff recorded 12 minutes of time he devoted to the matter identified as Felberbaum, FFA?

MR. ESSNER: Objection. That is an incorrect reading of the document. It doesn't say Mitch.

Quintero

MR. ASCHKENASY: I apologize. You're correct. Withdrawn.

Thank you for that catch, sir.

MR. ESSNER: I've got to do something.

Q. To Mr. Essner's point, actually, the next entry that does say "Mitch" is March 5th, 2011. Do you see that?

A. I do.

Q. And Mr. Kossoff reported that he spent an hour and a half on March 5th, 2011 on Felberbaum, FFA matters. Do you see that?

A. Yes, sir.

MR. ESSNER: I think it's 1.3.

MR. ASCHKENASY: I think they are doing it in hour increments so that's actually an hour and a half.

MR. ESSNER: Well, no, that wouldn't make sense, because it is recorded 12 minutes, two hours and 12 minutes. Am I wrong? 36 minutes. And I'm just looking on the first page. 18 minutes.

MR. ASCHKENASY: It looks like some people recorded in tenths and others did

Quintero

it in different increments.

MR. ESSNER: But wouldn't an hour and a half be detailed as 1.5 as opposed to 1.3?

MR. ASCHKENASY: Why don't we go off the record for one minute.

(Off the record. Time noted: 3:31 p.m. to 3:31 p.m.)

MR. ESSNER: Following a brief conference with Mr. Aschkenasy, he is in fact correct regarding in which the manner in which the time was recorded. The entry for March 5, 2011 does appear to detail one hour and 30 minutes of time that was billed by Kossoff to FFA.

Q. Do you see that entry, Mr. Quintero?

A. Yes, sir.

Q. And you see the description. It's described as "Review of paperwork." Do you see that?

A. Yes, sir.

Q. Do you know what Mr. Kossoff was -- what paperwork Mr. Kossoff was reviewing on March 5th, 2011 on the Felberbaum, FFA matter?

Quintero
A. I do not.
Q. Do you know if it involved his turnaround or restructuring work that he allegedly performed for FFA?
A. I don't have specific knowledge as to what paperwork he was reviewing.
Q. Quick question: If you notice on all these entries, on the right column there are a bunch of zeros below the hour entry. So, for example, on the one we were just looking at, you see the one and a half hours of time recorded and then the zeros -- three rows of zeros beneath that.
A. Yes.
Q. And that seems pretty uniform throughout this document; is that correct?
A. Yes, sir.
Q. Do you know why those are zero?
A. It looks like he -- that everything was associated just with the first row. I don't know why that's the case.
MR. ESSNER: That's your answer.
Q. Let's look at the next one, which is March 7, 2011. On March 7, 2011 it looks like

Quintero
Mr. Kossoff reported that he worked 2 hours and 54 minutes on the Felberbaum/FFA matter. Do you see that?
A. Yes, sir, I do.
Q. And the description is "Document review and legal analysis; discussions with client and JSG." Do you see that?
A. I do.
Q. Do you have an understanding of what that document review and legal analysis related to?
A. I do not.
Q. Was that -- do you have an understanding of whether that indicates Mr. Kossoff performed some form of legal analysis on behalf of Felberbaum or FFA?
A. My only a knowledge is what it says on the entry.
Q. Based on what it says on the entry, would you assume that Mr. Kossoff performed some legal analysis?
MR. ESSNER: Objection. I don't think you can ask him to assume anything.
A. I have no personal opinion.

Quintero
Q. Do you think Mr. Kossoff, when he was recording his time, was being honest about his time and what he was doing for it?
MR. ESSNER: Objection.
Q. You can answer it.
A. As I previously testified, he indicated that he had very incomplete time records. And so if honest means including all of his time, I wouldn't say it's a matter of honesty, it's a matter of what he chose to do in an engagement when he was not billing by the hour. So he did not record all of his time, and as I previously testified, that's the reason why I was unable to rely upon the time slips records for the purpose of doing my Lodestar analysis.
Q. If Mr. Kossoff wrote in the legal description that he conducted document review and legal analysis, do you have any reason to believe he did do those things?
A. No, but I have no reason to believe that is fully indicative of everything he did.
Q. I'm not asking if it's everything he did, I'm just asking if it's one of the things

Quintero
he did?
A. It appears to be the case.
Q. So from this entry it would appear that Mr. Kossoff --
MR. ESSNER: Objection, asked and -- all right, go ahead. I'm sorry, finish your question.
Q. From this entity it would appear that Mr. Kossoff performed some sort of legal analysis on something, right?
MR. ESSNER: Objection. It's been asked and answered.
Q. And you can answer.
A. Yes, sir.
Q. But you don't know what was analyzed or why or anything like that?
MR. ESSNER: Same objection.
A. I do not know.
Q. Staying on page 1 for a minute, it seems that there are no entries for Mr. Kossoff between the period of January 9th, 2011 and the period of March 5th, 2011; is that correct?
A. Yes, sir.
Q. Do you have an understanding of why

Quintero

there are no such entries?
A. Yes, sir.
Q. What is your understanding?
A. Because he was not recording all his time.
Q. Now, do you know if Mr. Kossoff worked on the Felberbaum/FFA matter for every day in the period between January 9th, 2011 and March 5th, 2011?
A. I have no knowledge as to whether he worked every day in that time period.
Q. Do you have any knowledge about whether he worked any day during that time period other than what he told you?
A. My knowledge is based on what he told me.
Q. So it's possible that he could have been in France buying baguettes for all of February 2011?
A. That is theoretically possible.
Q. Let's look at page 2. I think the first time Mitch's name appears is at the next to last entry, which reflects time from March 8th, 2011. Do you see that?

Quintero

A. I do.
Q. On that day Mr. Kossoff recorded an hour and 24 minutes of time worked on the Felberbaum, FFA matter. I've been saying comma. I don't know if it's a period or comma. FFA matter. Do you see that?
A. Yes.
Q. And he described the time he worked on that day as a "Review of legal documents and preparation of a response." Do you see that?
A. I do.
Q. Do you have an understanding if that was him working as a turnaround expert or restructuring expert?
A. As I previously testified, I have no specific knowledge as to what he was doing in connection with this entry.
Q. So it's possible he was doing legal work?
A. It's possible, although I could record similar entries to my time analysis that would read exactly the same, and I'm not a lawyer.
Q. You often prepare responses to legal

Quintero

documents?
A. I have done that. I have edited, I have provided the basis for responding to legal documents on many occasions.
Q. If you look at March 9th, the next entry. I'm sorry, let's skip that because that's not Mr. Kossoff. But if you go to the top of the next page, there is a March 9th entry for Mr. Kossoff. Do you see that?
A. I do.
Q. And on March 9, 2011 Mr. Kossoff recorded one hour of time for the Felberbaum/FFA matter, correct?
A. Yes.
Q. And that was devoted to a telephone conference with client, his Florida attorney and JG. Do you see that?
A. Yes, sir.
Q. Do you know to what that refers?
A. No, sir.
Q. How about the next entry, which is time Mr. Kossoff recorded for March 10th, 2011. Do you see that?
A. Yes.

Quintero

Q. And on that date he recorded an hour and twelve minutes of time on the Felberbaum/FFA matter. Do you see that?
A. Yes, sir.
Q. And the description is "Multiple discussions about bar response and revisions thereto," correct?
A. Yes, sir.
Q. Is that restructuring or turnaround work?
A. Again, I don't have personal knowledge as to what he was doing. And so the only knowledge I would have would be the same as you have, is just what is reflected in this entry. And that would be the case with everything on these pages, if you want to go through all 60 pages.
Q. You've anticipated -- I think shortly I will ask if any -- if there is any reason you believe your answers would change for any of these, but not quite yet.
MR. ESSNER: You're paying him by the hour. You can go until midnight. I'll just make another couple of calls and

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Quintero

I'm sure Ron's more than happy.

Q. Back on the record. So March 8th to March 9th and March 10th are a period of one week or a portion of one week in 2011; is that correct?

A. Yes, sir.

Q. So for that week in 2011 it looks like - I'm just doing a little quick math - it looks like Mr. Kossoff reported on his time sheets to have devoted a little over three hours to the Felberbaum/FFA matter; is that correct?

A. Yes.

Q. Does that give you any pause with respect to the fact that you've estimated for purposes of your report that Mr. Kossoff worked 30 hours a week on FFA matters?

A. No, sir, because of the fact that he informed me that he was not regularly recording his time.

Q. Let's look at the next entry for Mr. Kossoff, which I believe is 3/15, and it's third to last entry on that page we were just on, page 3. Do you see that?

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Quintero

A. Yes, sir.

Q. And that's 48 minutes of time that Mr. Kossoff reported. Do you see that?

A. Yes, sir.

Q. And the description is "Final revisions to bar correspondence with JSG." Do you see that?

A. Yes, sir.

Q. Do you know who JSG is, by the way?

A. I do not.

Q. Do you know to what bar correspondence Mr. Kossoff is referring to in this entry?

A. No, sir.

Q. So you don't know if this refers to turnaround work or restructuring work then; is that correct?

A. That is correct.

Q. How about the next entry, which is for March 16th, 2011, and records 42 minutes of time reported to be worked by Mr. Kossoff on his time sheet. Do you see that?

A. Yes, sir.

Q. That is "Review of developments and

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correspondence; discussion with JSG." Do you see that?

A. Yes, sir.

Q. Do you have any idea to what that refers?

A. No, sir.

Q. So we don't know one way or another if that is turnaround work or restructuring work or something else?

A. I do not know.

Q. The time reported by Mr. Kossoff for the week of -- that included March 15th and March 16th, the total amount of time is less than two hours; is that correct?

A. Yes, sir.

MR. ASCHKENASY: Let's take -- if this is okay with everyone, let's go off the record for a couple of minutes. I just want to review a couple of things but I think there is a light at the end of the tunnel.

(Off the record. Time noted: 3:43 p.m. to 4:08 p.m.)

Q. Mr. Quintero, is it fair to say that

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the time sheets that we've marked as Exhibit 6 did not play any role in your calculation of damages that appeared in your report?

A. It is reflected in none of the calculations.

Q. So Exhibit 6 did not play any role?

A. That is correct.

Q. Are you aware of any other documents that reflect the time that Kossoff allegedly dedicated to his work for FFA and Mr. Felberbaum?

A. I don't recall any.

Q. So sitting here today you're not aware of any?

A. No, sir.

Q. Did you make any independent assessment of whether Mr. Kossoff was doing legal work or some form of business work on behalf of FFA or Mr. Felberbaum?

A. Nothing other than what he told me.

Q. Going back to Exhibit 6 for a minute, did you ask Mr. Kossoff what any of these entries meant?

A. No, sir.

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Q. And why not?

A. Because I could see that it was an incomplete database and my objective was to be able to determine how much time he had spent and not necessarily what the composition of that time was, and I saw this was not going to be an adequate basis for me to determine the amount of time that he spent.

MR. ASCHKENASY: Can we go off the record for one minute.

(Off the record. Time noted: 4:10 p.m. to 4:11 p.m.)

(Whereupon Quintero Exhibit 7 was marked for identification.)

Q. Mr. Quintero, I'm handing you what we marked for identification purposes as Quintero Exhibit 7. It's an e-mail from Carol Kojnacki at TASAnet.com sent to M. Kossoff at kaulaw.com, and the subject matter is "The TASA Group," and it reflects that it was sent on August 14, 2015. Do you see that?

A. Yes, sir.

Q. Have you ever seen this e-mail before?

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A. No, sir.

Q. Do you note that there is some -- it appears a redaction made on that document. Do you see that?

A. Yes, sir.

Q. Do you know why that -- this document contains an apparent redaction?

A. I have no knowledge of that.

Q. Do you have any idea of what was redacted?

A. No, sir.

MR. ASCHKENASY: Mr. Essner, to the extent that document appears to contain a redaction, I would ask that you provide an unredacted version of that document since I don't believe you've raised or produced any privilege issues or privilege log with respect to this document?

MR. ESSNER: I would just say for the record, I don't believe it was redacted. It appears that there perhaps was some inadvertent scrawl or doodle on here, but I will try and obtain an original of this with whatever markings

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appear under what appears to be whiteout on the page on Exhibit 7.

Q. Mr. Quintero, do you have any knowledge of who may have done that redacting?

A. No, sir.

Q. It certainly wasn't you, correct?

A. I've never even seen this document, as I previously testified.

Q. Exactly. Did Mr. Kossoff ever tell you that he never intended to bill Mr. Felberbaum or FFA for the work he performed or allegedly performed on their behalf?

A. Never.

Q. Did anything with respect to Mr. Kossoff's billing intentions ever come up in your conversations?

A. I know he said that he expected to get paid. I don't recall specifically talking about bills.

Q. Generally do you recall anything?

A. Nothing other than the fact that he expected to get paid, but I don't remember the details of how or when he expected to get paid. We may have discussed it. I just don't recall

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it.

Q. So other than the documents that I have called for being produced based on our conversations during the course of the deposition today, which I hope will be produced in the immediate future, I think with that reservation and to the extent we need to call you back based on those documents and what they may ultimately deal with. But other than that we are done for today, and I thank you for your time and I appreciate your patience and cooperation.

A. Okay. Thank you.

MR. ESSNER: Before you close the record, briefly, to the extent there are documents which you will be requesting, I would just ask that you either e-mail or send me a letter. To the extent that documents -- well, upon receipt of that e-mail or letter we will make a diligent search and advise you accordingly, and either provide or advise you that such documents does not exist.

MR. ASCHKENASY: Thank you very

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much.

MR. ESSNER: Thank you and I have no questions.

(Time noted: 4:17 p.m.)

A C K N O W L E D G M E N T

STATE OF NEW YORK :
:ss
COUNTY OF :

I, RONALD QUINTERO, hereby certify that I have read the transcript of my testimony taken under oath in my deposition on the 28th day of June, 2016; that the transcript is a true, complete record of my testimony and that the answers on the record as given by me are true and correct.

____
RONALD QUINTERO

Signed and subscribed to before me this day of , 2016.

____
Notary Public of the State of New York

C E R T I F I C A T E

I, FRAN INSLEY, hereby certify that the Deposition of RONALD QUINTERO was held before me on the 28th day of June, 2016; that said witness was duly sworn before the commencement of testimony; that the testimony was taken stenographically by myself and then transcribed by myself; that the party was represented by counsel as appears herein;

That the within transcript is a true record of the Deposition of said witness;

That I am not connected by blood or marriage with any of the parties; that I am not interested directly or indirectly in the outcome of this matter; that I am not in the employ of any of the counsel.

IN WITNESS WHEREOF, I have hereunto set my hand this 8th day of July, 2016.

____
FRAN INSLEY

VERITEXT REPORTING COMPANY

NAME OF CASE: KOSSOFF V. FELBERBAUM
DATE OF DEPOSITION: JUNE 28, 2016
NAME OF DEPONENT: RONALD QUINTERO

PAGE	LINE(S)	CHANGE	REASON

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SUBSCRIBED AND SWORN TO BEFORE ME THIS___DAY OF ___________, 2016.

(NOTARY PUBLIC) MY COMMISSION EXPIRES: